

The Solicitors' Journal.

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CURRENT TOPICS.

THE COURT OF APPEAL at Lincoln's-inn will take the bankruptcy appeals, held over from this week, on Thursday next week.

IT IS UNDERSTOOD that there are several applications for "silk" both at the Chancery and Common Law Bars.

MR. CHARLES MERIVALE, who has been appointed by the Lord Chancellor to a clerkship in the Chancery Registrar's office, is a son of the Dean of Ely.

MR. WILLIAM LYON SELFE, who has been appointed to succeed the late Mr. HERBERT as a judge of county courts, has for a considerable time past acted as the editor of the "Index to the Statutes," issued by the Statute Revision Committee, and it is well known to a considerable circle of professional friends that he has displayed a high degree of capacity for careful and conscientious work. By this means he has also acquired a knowledge of the statute law very unusual in its extent and accuracy, which cannot fail to prove of advantage to him in fulfilling the duties of his new position. His knowledge of case law is sound and extensive; and the general range of his professional acquirements must be pronounced to be decidedly above the average.

"SUPPOSE," said the late Lord Justice JAMES, in the argument of *Ex parte Walton, In re Levy* (30 W. R. 395, L. R. 17 Ch. D., at p. 749), "a lessee assigned his lease and then the assignee became bankrupt, and his trustee disclaimed the lease; what would be the effect upon the obligation of the lessee on his covenants?" This question has been answered by the Court of Appeal in the case of *The East and West India Dock Company v. Hill*, decided on Saturday last. The court re-affirmed the principle of *Ex parte Walton*, that the sole operation of the constructive surrender effected by the disclaimer of a lease is to release the estate of the bankrupt from liability, and applied it to the case of the liability of the lessee. It will be remembered that in *Ex parte Walton* the court held that the disclaimer by the trustee did not prevent the bankrupt's lessor from enforcing against the bankrupt's underlessee certain rights *in rem*—to distrain and re-enter—arising upon the bankrupt's lease. JESSIE, M.R., said, "It seems to me that the section [*i.e.*, section 23 of the Bankruptcy Act] must be read as meaning that the property is to be disclaimed *inter se*, so as not to interfere with the rights of third parties, and only for the benefit of the bankrupt and his estate; so far, that is, as respects the rights and liabilities in relation to it as between the trustee and the person who is entitled to the benefit of those obligations which attach to the property; so far only as is necessary in order to relieve the bankrupt and his estate and the trustee from liability." In the recent case it was held that the disclaimer by the trustee of a bankrupt assignee did not prevent the lessor from enforcing against the lessee his continuing liability for rent under his covenants.

SINCE EVERYBODY is glad that Mr. GREEN has been released, we suppose that Lord PENZANCE ought to be congratulated on the courage with which he has dealt with the statute of 53 Geo. 3, c. 127. That Act provides that "upon the obedience"

of the prisoner the court shall pronounce him "absolved from the contumacy and contempt aforesaid." And the writ of deliverance in schedule (c.) to the Act contains the following words:—"Now he having submitted himself and satisfied the said contempt, we hereby empower you," &c. Lord PENZANCE says that the words in the schedule are not appropriate to the class of contempt committed by Mr. GREEN, and that, as Mr. GREEN, by reason of his imprisonment, has been prevented from disobeying the order of the court, he has "obeyed" within the words of the statute. True, he has not willingly obeyed, but, nevertheless (contrary to his will), he has not disobeyed. In other words, impossible disobedience is equivalent to obedience—"and so up to the present time Mr. GREEN has 'obeyed.'" But then it appears that this impossible disobedience, although "obedience" within the words of the statute prescribing the terms of the prisoner's release, would not alone have sufficed to secure his release. There must, after all, be some guarantee that he will not in future disobey the order of the court. Here we should be in a painful dilemma if the guarantee depended on the voluntary act of the prisoner. "So long as Mr. GREEN was vicar of Miles Platting," says Lord PENZANCE, "it was necessary to detain him in prison to prevent his open disobedience to and defiance of the order which the court had made, that he should forbear from all performance of Divine service in his parish." But here again the judge has discovered a happy way of deliverance. Not only has Mr. GREEN ceased to be vicar of Miles Platting, but he has also ceased to be subject to the inhibition. Lord PENZANCE holds that, although the Public Worship Act says nothing about the inhibition coming to an end with the deprivation of the offending clerk, yet the penalty of deprivation must be intended to "take the place of and supersede the inhibition." Therefore the inhibition having ceased, it cannot be disobeyed. Thus, the court having, in a mode somewhat painful to Mr. GREEN, made disobedience impossible for the time past, it now, by a mode much more agreeable to Mr. GREEN, accomplishes the same object for the future. We can only remark that if these doctrines had been in vogue at the time when Mr. THOROGOOD was imprisoned for non-payment of 5s. 6d. for church rates, it would hardly have been necessary to ask Parliament to pass the 3 & 4 Vict. c. 93, enabling the judge of any ecclesiastical court, with the consent of the other parties to the suit, to discharge out of custody any person in prison under a writ *de contumacia capiendo*.

THE BISHOP OF EXETER, in a recent important speech, has, thrown his considerable influence into the scale against any change in the law relating to marriage with a deceased wife's sister. He based his opposition to the change upon three grounds. The first, religious; the second, moral; and the third, the general inexpediency of change. As to the first two, it would be out of place for us to offer any remarks, but as to the last, we think the Bishop's observations are based on a misapprehension. He put his argument as to expediency as follows:—"It is proposed to relax the law in one particular case, but we all know that in matters of this sort changes always come by degrees. You allow such marriages, and presently there will come up doubts about other marriages." In support of this argument—commonly known as the thin-end-of-the-wedge argument—there would be very much to be said were it true that the Bill in question proposed to introduce such a novel condition of things as the Bishop evidently considers it does. When, however, we remember how very recent is the present absolute bar to marriage with a deceased wife's sister, it is impossible to regard such a Bill as the "beginning" of changes, or lay any real stress upon such an argument. The Act which absolutely prohibits such marriages was passed in 1833. Prior to that time the law was that such marriages were not void,

but voidable, and voidable only by sentence of the ecclesiastical court passed during the lifetime of the parties. The result of this state of the law was, that not one per cent. of these marriages were ever set aside. The ban laid upon them by HENRY VIII., in order to invalidate his marriage with CATHERINE of Arragon, was almost entirely disregarded, and but for some few cases where persons who were nearly related to the parties were tempted, by the inducement of obtaining property or title, to take steps to set such marriages aside, the law against them would have become entirely obsolete.

Curiously enough, it was one of these very marriages—where the temptation of title acted as an inducement to its avoidance—which led to the ban, hitherto a shadowy one, being converted into a real impediment to such alliances. In 1829 the Duke of BEAUFORT, having no male issue by his first wife, upon her death married her half-sister, by whom he had a son who bore the title of the Marquis of WORCESTER. The duke's younger brother, Lord GRANVILLE SOMERSET, was also married and had a son, and the prospect of securing the dukedom for this son was clearly a strong inducement to Lord GRANVILLE SOMERSET to take steps to set his elder brother's marriage aside. No such step, however, had been taken, but yet the Duke and the Duchess naturally felt misgivings lest it might be, and they informed Lord LYNCHURST of their apprehensions. To protect them against such a contingency, Lord LYNCHURST generously undertook to legislate in their favour. He proceeded to make good his promise by drafting a Bill enacting that such marriages should no longer be voidable, but absolutely valid; and not unnaturally he introduced into it a retrospective clause, legalizing all existing marriages of the kind. To this clause the measure really owed its existence, the rest of the Bill being merely framed as a decent excuse for placing the validity of the duke's marriage beyond question. Now, in order to facilitate the passage of the Bill through the House of Lords, Lord LYNCHURST sought the support of Dr. BLOMFIELD, Bishop of London, a very great power in those days in the House of Lords, especially upon any question in any way touching the Church. The Bishop would only consent to give his assistance upon the understanding that the measure should be recast, so as to make such marriages for the future absolutely void. Provided this were done he undertook not to oppose the clause legalizing existing marriages of the kind. As this suited Lord LYNCHURST's purpose equally well, the Bill was re-cast, and it became law in 1835 (5 & 6 Will. 4, c. 54). This Act, by the first clause, provides that, "all marriages which shall have been celebrated before the passing of this Act between persons being within the prohibited degrees of affinity shall not hereafter be annulled for that cause, unless pronounced in a suit pending at the time of the passing of this Act," leaving for clause 2 what the unsuspecting would regard as the pith of the Act—viz., that "all such marriages hereafter shall be absolutely null and void," while the last clause (3) declares that the Act is not to extend to Scotland.

This being so, are we seriously to regard a Bill to legalize such marriages as a "relaxation of the law" in the sense in which the Bishop of EXETER would understand it, and not rather as a return to what the law was less than fifty years ago? Can anyone really believe that an alteration in a law which has not yet been in force for half a century, and which has been to a large extent ignored, is one which will presently "cause doubts to come in about other marriages"? A simple repeal of section 2 of the Act of 1835 could certainly not be so regarded, and yet that alone would practically meet all the difficulties raised by the present law. The arguments, both religious and moral, against such a measure, may be irresistible—upon those we cannot enter—but the argument based upon the inexpediency of change seems to tell rather in favour of, than against, the proposed alteration in the law.

THE QUESTION whether affidavits can be sworn to by telephone is exciting some discussion in the American legal journals. It is stated that in Chicago and some other western cities the practice of swearing to affidavits through the telephone has "sprung up, and is maintained with a show of authority"; and a writer on the subject gravely contends that there is no reason why the deponent, "in his house up town, cannot subscribe an affidavit,

and call a messenger, and send the affidavit to his lawyer's office down town, and then swear to it through a telephone." The grounds alleged for this contention are that the telephone has "annihilated space," and has practically brought the deponent into the presence of the officer authorized to administer the oath. The officer, it is said, hears, and can recognize, the deponent's voice just as if the deponent were in the room with him. With regard to the objection that opportunities would be afforded for simulating the deponent's voice, it is contended that in most cases at present the officer is ignorant of the identity of the persons swearing affidavits before him. Whatever the decision may be as to this matter in America, it is tolerably clear that in England swearing by telephone will not be permitted. In the first place, the form of *jurat* requires it to be stated that the affidavit was sworn "before me." A deponent a mile or two off, talking through the telephone, can hardly be said to be "before" the commissioner. The sound of his voice alone is present to that officer. Again, even if the osculatory sound can be transmitted through the telephone, how is the commissioner to be sure that the deponent swears on the Evangelists?

THE JUDICATURE ACTS have given the bench very considerable power over the verdicts of Juries, even to absolute reversal. A striking instance of this was afforded last week in the case of *Rawson v. Hawkins*. This was a running-down case, tried at the last sittings before Mr. Justice DAY, and a verdict had been given for the plaintiff for £100. The plaintiff was the widow of a man who had been run over by a pair-horse van, and the testimony, as is usual in such cases, was conflicting. Although Mr. Justice DAY was strongly of opinion that the deceased man was the party in fault, the jury took the view that a man with a wife and family was less likely to have been careless, when carelessness would lose him his life, than the driver of a pair-horse van, who at the most would lose his situation. Upon an application for a new trial being made in the Queen's Bench Division before DENMAN and MANISTY, JJ. (on the 2nd inst.), the court, considering that the case was a hopeless one for the plaintiff, and that any verdict she might obtain upon a second trial would be set aside, took the strong course of entering judgment for the defendant, under ord. 40, r. 10. In the case of *Hamilton v. Johnson* (L. R. 5 Q. B. D. 263), where the Court of Appeal held that a divisional court had such a power, the facts in issue and their legal bearing were of a somewhat complicated nature, and, as a fact, the decision of the Court of Appeal adopted the decision of the jury.

In 1835, says the *Albany Law Journal*, a committee appointed by the bar of Philadelphia addressed a circular to the bar of the United States, soliciting subscriptions for the purpose of erecting a monument in memory of Chief Justice Marshall, at Washington. The subscriptions were limited to 10dols. each, and about 2,500dols. was raised. The amount being insufficient, the funds were deposited in a bank, and now have increased to about 20,000dols. Last winter Congress passed an Act appropriating 20,000dols. toward the same purpose. It was agreed that the two funds should be united, the individual contribution to be devoted to a statue, the national contribution to the pedestal. Invitations were sent to the principal American sculptors to submit designs, and the work has been unanimously intrusted to Mr. William W. Story, and he has come from Italy to consult with the committee. Thus after half a century public justice is to be done to the memory of the greatest of American lawyers. Most appropriately the work is committed to the son of the great Judge Story, Marshall's associate and warm friend.

At the Manchester Assizes, on the 6th inst., the grand jury made a presentment to the court, expressing their unanimous opinion that arrangements ought to be made to try cases of burglary at quarter sessions instead of troubling courts of assize with all of them. Mr. Justice Day said he thoroughly agreed with the presentment the grand jury had made. He knew that it was an opinion generally entertained that some discretionary power ought to be exercised, and that an assize court should not have to try as many of the cases of burglary as were brought before them. There was no doubt that burglary might be an offence of the most aggravated character, and when it was, the case was most properly tried at the assizes; but the bulk of the burglary cases—in fact he might say every one of them—at these assizes had been cases of the most tromperry and trivial character, and had it not been that in one or two cases there were previous convictions against the prisoner, a few months' imprisonment would have sufficed for punishment. He entirely adopted the view the grand jury had suggested, and he would take care that it was sent to the proper quarter, and, as far as he was concerned, they might be assured that it would have his full support.

AGREEMENTS FOR LEASES.

THE case of *Walsh v. Lonsdale*, which was decided in March last, is reported in the November number of the *Lanc Reports*; and we are now at length enabled to ascertain whether the learned judges adhere to the rather startling proposition laid down in their decision as reported at the time of delivery. It appears that they do, for the Master of the Rolls says (L. R. 21 Ch. D. p. 14), "There is an agreement for a lease under which possession has been given. Now, since the Judicature Acts, the possession is held under the agreement. There are not two estates as there were formerly, one estate at common law by reason of the payment of the rent from year to year, and an estate in equity under the agreement. There is only one court, and the equity rules prevail in it. The tenant holds under an agreement for a lease. He holds, therefore, under the same terms in equity as if a lease had been granted, *it being a case in which both parties admit that relief is capable of being given by specific performance*. That being so, he cannot complain of the exercise by the landlord of the same rights as the landlord would have had if a lease had been granted. On the other hand, he is protected in the same way as if a lease had been granted; he cannot be turned out by six months' notice as a tenant from year to year. He has a right to say, 'I have a lease in equity, and you can only re-enter if I have committed such a breach of covenant as would, if a lease had been granted, have entitled you to re-enter according to the terms of a proper proviso for re-entry.' This is merely an amplification of the remarks of the learned judge which we gave at the time of the decision. Lord Justice Lindley is also reported to have said, 'I also think that the rights of the parties in this case turn upon the lease as it ought to be framed in pursuance of the contract into which these parties have entered.' We may take it, therefore, as settled that the Court of Appeal mean to lay down the rule that wherever an agreement for a lease is capable of being specifically performed, the tenant is to be treated in every court, not as tenant from year to year, but as a lessee holding under such a lease as will properly carry out the terms of the agreement.

We drew attention, at the time of the decision, to some of the consequences which this doctrine will involve. It practically repeals 8 & 9 Vict. c. 106, s. 3, requiring leases exceeding the term of three years from the making thereof to be by deed. Wherever there is possession under an agreement in writing for a lease which is capable of being specifically enforced, the intending lessee is in all events and for all purposes a lessee, exactly as if the lease had been executed. Even if the tenant is in possession under an instrument not under seal, containing words of present demise for a term exceeding three years, and so amounting, not to an agreement for a lease, but to an actual lease, yet according to *Parker v. Taswell* (2 De G. & J. 559), such a lease is valid as an agreement for a lease, and may be specifically enforced. Wherever, therefore, a person is in possession under an agreement or lease in writing without seal, such agreement or lease being specifically enforceable, there is no longer any need to prepare a more formal instrument or an instrument under seal. Both lessor and lessee have every remedy which could be given them by a lease under seal.

But if this is so, what will be the effect on actions for specific performance of an agreement for a lease? In cases where it is plain that specific performance of the agreement could be obtained, will not the court say to the plaintiff, "You have already every remedy which could be given by the execution of a lease in pursuance of the agreement. Why do you put the defendant to the useless expense of these proceedings?" It seems to be not only possible, but probable, that in this event the court will visit the plaintiff with the costs. It would, of course, be an answer to say that doubts existed as to whether the agreement was specifically enforceable; and if reasonable doubt exists, the present rule as to costs would doubtless be applied. But the doctrine now laid down at least renders it essential that, before proceedings are taken, the person against whom they are taken should be called upon either to admit or deny that the agreement can be specifically enforced. If he admits it, then the action is unnecessary (unless he differs as to the construction of the agreement), since he in effect admits that he holds for all purposes on the terms of the agreement. If he refuses to admit it, then

he renders the action necessary, and the costs will probably follow the event. And again, in case the agreement is framed in loose and general terms, it will be advisable, before taking proceedings, to tender such a lease as the party desiring to enforce the agreement considers to correspond to the lease which would be properly framed in pursuance of the agreement, and to inquire whether the other party admits that the terms contained in this lease are those under which he holds. This, so far as we can see, is the best way out of the difficulty in which the parties to agreements for leases will now find themselves. Before they can be certain that the agreement gives them all the rights and remedies they would have if a lease were executed properly framed in pursuance of it, they must ascertain beyond doubt that the agreement is one of which specific performance can be obtained; and they will also be wise to ascertain that their construction of that agreement corresponds with the construction put upon it by the other party.

The results of the doctrine laid down by the Court of Appeal upon the practice as to granting leases seem to be these:—In the case of leases for not exceeding thirty-five years, agreements for leases should, as far as possible, be abandoned. They are apt to give rise to dispute, and it will be much better to prepare the lease at once and to specify fully all the terms upon which it is intended that the lessee shall hold. But in the case of leases exceeding thirty-five years, there will be a considerable advantage in trusting to a carefully prepared agreement for a lease, containing all the terms of the tenancy. The heavy lease stamp will be saved, and a sixpenny stamp will be sufficient, since it will only be necessary to use the instrument in evidence as an agreement for a lease, not as a lease. Can this result have been foreseen by the Court of Appeal?

THE SETTLED LAND ACT.

I.

WE think that Lord Cairns may be congratulated upon being the political father of an Act which seems, as a whole, to be not unworthy of his distinguished reputation. It would be too much to say that we approve of every detail of the measure; and in matters of grammar and phraseology we too often meet with certain old acquaintances whose death and burial would give us great satisfaction; the language is sometimes rather ambiguous; but where the general standard of merit is high, some defects, if they are regretted, may be partly overlooked.

The main scope of the Act may be summed up in a single sentence. The Act aims at giving to every limited owner in possession of land full power to deal with the land in every way and as fully as it would be likely to be dealt with by a prudent and well-intentioned absolute owner in possession; and, while every facility is given for the making of those outlays upon which depends the well-being of the land and of those who live by it, many prudent precautions have been framed with a view to secure the fair distribution of all accruing benefits, and to preserve, as far as possible, the rights of persons interested as owners otherwise than in possession from loss or confiscation. The immense difficulty of such a scheme would afford no excuse for putting forward a bad one; but it affords very good ground for increasing the favour with which a satisfactory scheme deserves to be received.

As it is the fact that a great deal of what the Act proposes to make compulsory upon settlers is, and long has been, by custom voluntarily inserted into most settlements of real property, it naturally follows that a great feature of the Act's method is its transfer to tenants for life (who are the most common among limited owners in possession) of that initiative which has hitherto been exercised by trustees. It also follows that a great many rules for regulating the disposition of moneys raised by tenants for life are required to replace the general law relating to the duties of trustees, which has been gradually built up by the Court of Chancery during the last two or three centuries. And upon a rough review, it may be said that the subjects to be considered in relation to the Act are divisible into the following principal heads:—(I.) Who may exercise the powers given by the Act. (II.) What may be done in exercise of those powers? (III.) In what way may moneys arising from the exercise of any

of those powers be employed? (IV.) What securities are provided against extravagant and reckless dealing by limited owners with what does not wholly belong to them?

In the remainder of this article we shall examine into the first of the above-mentioned heads; but it may be useful first to take a glance at the Acts which have been, to a certain extent, the precursors of the present one, and to note in outline the principal extensions of their policy. So far as the powers of leasing and ancillary powers conferred by the present Act upon tenants for life are concerned, the Act may be regarded as an extension of the Settled Estates Act, 1877; and so far as the Act confers power to lay out money in making improvements upon the land, it may be regarded as an extension of the Improvement of Land Act, 1864 (27 & 28 Vict. c. 114). These previous Acts are not repealed; and the present Act does not seem to contemplate superseding them entirely. The Improvement of Land Act, 1864, is expressly amended by section 30, the list of improvements contained in it (section 9) being extended so as to comprise the more numerous items given in section 25 of the Settled Land Act. But the conditions imposed by the Act of 1864 upon landowners having limited interests who are desirous of effecting permanent improvements under the Act of 1864, are found in practice to be very onerous. Application must be made to the Inclosure Commissioners (who will, after the end of this year, be merged in the Land Commissioners created by section 48 of the present Act), and they may require security to be given beforehand for expenses to be incurred by them in investigating the application. Notice of all proposed improvements must be given by advertisement; and various persons interested in the land have power to raise objections against them. Large discretionary power of assenting to, or withholding assent from, improvements is of course vested in the Commissioners; and they, equally of course, have felt themselves compelled, in order to avoid the danger of laxity, to lay down stringent rules which are, in practice, very hard to comply with. The proposed works cannot be commenced until detailed specifications and plans have been approved. The scheme thus outlined is carried into effect by a costly and troublesome machinery of provisional and absolute orders; and the only method provided for recouping the cost of a successful and successfully carried out application, is the creation of a rent-charge upon the land. It follows that we may practically sum up the main provisions of the Improvement of Land Act, 1864, by saying that a limited owner, if willing to incur a good deal of expense and a much vaster amount of trouble and annoyance, can raise money by what is practically the sale of a rent-charge, and, subject to onerous responsibilities, may expend money so raised upon any of the objects specified in section 9. These objects are much less numerous than those specified in section 25 of the Settled Land Act.

The principal points in which the plan of the Settled Land Act differs from that of its predecessor just referred to seem to be three:—(1) Under the new Act the limited owner may in general take action without any application to, or permission from, any commissioners or the court; (2) the means placed at his disposal for raising the required money are much simpler and more extensive; (3) the modes in which the money, when raised, may be employed, are more numerous; and the conditions subject to which such moneys may be so employed are much less onerous to observe and perform. Nevertheless, it seems to be the general opinion, in which we are disposed to concur, that due provision is made by the Act for the protection of the interests of the other persons entitled in succession to the limited owner by whom the powers of the Act are exercised.

It may be remarked that the Act of 1864 extends to Scotland, while the Settled Land Act does not; which circumstance may preserve to the older Act some opportunities of proving useful. This seems to be the only point in which the provisions of the older Act are, so to speak, more liberal than those of the new. By section 30 of the Settled Land Act, the list of authorized improvements contained in its section 25 is read into section 9 of the former Act; so that Scottish limited owners will obtain, though upon more onerous terms, a part of the further benefits conferred by the present Act upon limited owners in England and Ireland.

The person who is intrusted by the present Act with the

exercise of the powers which it confers, is habitually styled throughout the Act "the tenant for life"; under which general term are included the following particulars:—

(1.) Any person who is for the time being under a settlement beneficially entitled, for his life, to the receipt of the income of the land: see section 2, sub-section (5), and sub-section (10), (i.). This seems to include legal and equitable tenants for life under a settlement, as distinguished from persons merely holding at a rent under leases for life or lives.

(2.) A tenant in tail in possession, although restrained by statute from barring the entail, and although the reversion is in the Crown; but not in case the land was purchased with money provided by Parliament in consideration of public services: see section 58, sub-section (1).

(3.) A tenant in fee simple in possession, with an executory limitation over, on failure of his issue, or in any other event (*Ibid.*). Our readers will remember that, by section 10 of the Conveyancing Act, 1882, such an executory limitation, if created by an instrument coming into operation after the 31st of December next, will become void so soon as any of the relevant issue shall attain the age of twenty-one years.

(4.) A person entitled in possession to a base fee, although the reversion is in the Crown (*Ibid.*).

(5.) A person in possession for years "determinable on life"—an extraordinary phrase, which we suppose to mean, determinable upon the death of the tenant—not holding merely under a lease at a rent (*Ibid.*).

(6.) A tenant in possession *pur autre vie*, not holding merely under a lease at a rent (*Ibid.*).

(7.) A tenant in possession for life or *pur autre vie*, or for years "determinable on life," whose estate is liable to cease in any event during that life, or is subject to a trust for accumulation of income for payment of debts "or other purpose" (*Ibid.*).

The obscurity of the language here used by the Act to express the methods by which the estate may be made "liable to cease in" (i.e., upon the happening of) "any event during that life," may, perhaps, lead to some confusion of thought. The language is as follows: "Whose estate is liable to cease in any event during that life, whether by expiration of the estate, or by conditional limitation, or otherwise, or to be defeated by an executory limitation, gift, or disposition over." The phrase "conditional limitation" is used so differently by different writers, that nothing but obscurity is likely to result from its use. We may conjecture, with some plausibility, that it is here restricted to signify a determinable limitation at common law, by which an estate defined by direct limitation is made liable to cease upon the happening of a future event. The word more commonly bears a more extensive meaning, including also, among other things, executory limitations.

(8.) A tenant in tail after possibility of issue extinct (*Ibid.*). Such a tenant can exist only as a development of a tenant in special tail; and it is not probable that estates in special tail now ever occur in practice.

(9.) A tenant by the curtesy (*Ibid.*). The propriety of including such tenants is, of course, not affected by the question, whether tenancy by the curtesy will be gradually abolished by the operation of the Married Women's Property Act; because such abolition, even if it be destined to occur, can only be gradual.

(10.) A person entitled to the income of land under a trust for payment thereof to him during his own or any other life, whether subject to expenses of management or not, or until sale, or until forfeiture on bankruptcy, "or other event" (*Ibid.*). This seems to be an amplification and extension of equitable tenants for life; who seem, as above mentioned, to be included by virtue of section 2.

(11.) The trustees of the settlement, if any, and otherwise such person as the court shall appoint, in case the "tenant for life" is an infant (section 60). This also applies to the case of an infant who is entitled in his own right to possession of land, apparently for any estate whatsoever, and not being entitled under a settlement (section 59). This provision probably affords the principal reason for the inclusion of a tenant in tail in possession among the persons to whom the powers of "tenant for life" are given. An

adult tenant in tail in possession would not under ordinary circumstances require powers of leasing, &c., since he could bar the entail as easily as he could execute a lease; and it is probable that infant tenants in tail are much more frequently met with in practice than tenants in tail who are incapacitated, otherwise than by infancy, from barring the entail.

(12.) A married woman and her husband together, in any case where the married woman, if not married, would have been "tenant for life," and is not entitled to her separate use (section 61). If entitled to her separate use, the married woman has power to act without her husband; and notwithstanding that she is restrained from anticipation.

(13.) The committee of a lunatic tenant for life, so found by inquisition, acting under an order of the Lord Chancellor or other person intrusted with the care, &c., of lunatics (section 62).

Several persons concurrently entitled, constitute together only one "tenant for life" (section 2, sub-section 6).

This exhausts the list of persons empowered by the Act to take the initiative.

It is to be observed that the provisions of the Act apply to all settlements, whether executed before or after its commencement (section 2, sub-section 1); and that the policy of transferring the initiative from the trustees, by whom it has hitherto been commonly exercised, to the tenant for life, is so rigorously carried out, that in future no settlor will be able to empower his trustees to exercise, without the consent of the tenant for life, any power having the same purpose as any of the powers conferred by the Act (section 56, sub-section 2). In our next article, we propose to explain briefly what these powers are.

THE NEW LAW COURTS.

In view of the approaching opening of the portion of the Royal Courts of Justice which is to be occupied by the courts, it may be interesting to our readers to have a somewhat detailed description of the arrangements which have been made for the administration of justice.

The ground plan of the building, with the exterior of which most London practitioners are familiar, is in the form of a rectangular parallelogram, measuring about 450 feet on each of its four sides. Roughly speaking, the space inclosed within this boundary is occupied by an outer row of buildings and two interior quadrangles, one of which contains the central hall; or, perhaps, it gives a more correct idea to say that the plan consists of two quadrangles, round one of which are grouped the offices and round the other the courts, this last quadrangle being roofed over and forming the central hall. Eighteen courts, seven on each side and two at either end, surround the hall.

The first point which strikes the observer in approaching the main entrance is the care with which the main part of the building has been reserved for persons having business in the courts. The great hall may, no doubt, be used by the public as a lounge, but it cannot be used by them as an approach to the courts. There is no communication open to the public between this hall and the courts. The spectator who wishes to enter must do so by one or other of the doors on the right and left of the entrance to the central hall. Entering here, he will find a winding staircase leading to the second floor of the building, and affording access from a corridor running the whole length of the building to the gallery of each court. By means of this device the general public will be separated from those who are present on business, and, to a considerable extent, the overcrowding caused by loiterers coming from mere curiosity will be avoided.

The practitioners, witnesses, and suitors will enter the central hall by the main entrance. Coming from the Strand they will find themselves in an outer vaulted porch, on either side of which there are large rooms for consultations. Ascending three steps and passing through doors, an inner porch is reached, on each side of which are the staircases to the bar corridor. Passing through other doors the central hall is reached—a grand stone vaulted area, 200ft. long by 50ft. broad, divided on either side by clustered shafts into nine bays. Each bay has a long two-light window; at the south end there is a five-light window, and at the north end a triplet window. On either side there are five entrances leading to the rooms for jurors, witnesses, &c., and to the solicitors' corridor. On the same level as the hall are consultation rooms of convenient size, the walls of which are covered with light-coloured tiles, and there are also rooms for witnesses and jurymen in waiting, from which there are separate staircases giving access directly to each court. Passing along a rather dark corridor we reach the court floor. It should be mentioned that the ground on which the building is erected slopes from north to south, with a steep incline towards the river, so that the level of the Strand on the south is eighteen feet below

the level of Carey-street on the north. The courts are on the Carey-street level, so that as one stands on the floor of the central hall, which is three or four feet above the Strand, the courts are all on the first floor, some fifteen feet higher. Taking each row of courts as it runs along the side of the central hall, we find a corridor for the bar on one side, and a corridor for the judges on the other side. That for the bar admits direct to each court; that for the judges is so arranged that on one side of it there are the private rooms to be occupied by the judges and their personal officers, and on the other are doors giving immediate access to the bench in each court, so that each judge can communicate with every other judge without more trouble than that of sending a message or making a short excursion along a private way. There are entrances to the building on the Carey-street front which are set apart for the judges, and which afford a direct and private entrance to their own special corridor. Every court is, as far as possible, removed from the noise of the street traffic outside, and no window giving light to a court looks out on the street. The courts receive light principally through the roof, and where there are windows they look out on a "well" lined with white glazed bricks; and by this means, not only is the greatest amount of light possible obtained, but air for the purpose of ventilation is also afforded.

The arrangements of the courts differ considerably. Taking, first of all, the court which is understood to have been originally intended for the Master of the Rolls, the scheme is as follows:—The judge's seat is on a high platform, under a graceful oak canopy, and on either side are two oak stalls, probably intended for the rare distinguished visitors to the bench of the Chancery Division. On a lower platform is a long table, destined for the registrar and judge's officers. Below this are the solicitors' seats, facing the counsel, and provided with a long table furnished with inkstands. There is room on shelves behind the seat for hats, books, and papers. The Queen's Counsel seats are immediately in front, within about fourteen feet of the judge, and extremely convenient for addressing him. The desks in front of these seats are sloping, and slide forward. They appear to present rare facilities for papers slipping down among the leaders' feet. But the most remarkable arrangement in this part of the court is that of the Queen's Counsel seats, which lift up like the seats of stalls in cathedrals. It is not, however, the lifting up, but the coming down, of the seat which is the point of difficulty. The seats are very heavy, and they are apt to come down with a crash which will have a fearful effect upon a nervous judge or counsel. Before the courts are occupied it will be necessary to put the learned leaders through a course of "seat drill," training them to use the utmost caution in the descent of their seats. The first row of seats for the outer bar in this court is precisely similar to the leaders' seat, and behind this are four seats for the bar, ascending by steps, and behind them is the gallery for spectators. The shorthand writers' seats are on the right and left of the registrars' platform, on the level of the floor. The walls are lined with bookshelves, and the court is lighted by three two-light windows on either side and from the roof. The ventilation is secured by open panels in the roof. There is no provision at present for lighting, but we believe it is intended to place the electric light over the lights in the roof.

Taking next a court evidently intended for one of the courts of the other divisions, we find a different arrangement as regards the solicitors' seats. Here the solicitors sit with their backs to the counsel and facing the judge. In front of them are two tables. The jury-box is on the left of the judge. It contains three rows of seats, and there is a separate entrance for the jurymen. The witness-box is on the right of the judge, immediately facing the jury. The arrangements as to seats for counsel are similar to those in the court last described, but there are eight rows of seats. The court is lighted from a cupola in the roof. The general effect of the courts is admirable. The proportions are good, and the fittings are all of solid oak, frequently carved and ornamented very elaborately. So far as can be judged by experiments in an empty court, the acoustic properties are extremely good. The only thing to be complained of in the court last described is the great distance which some of the counsel will be from the witness-box. The judge and jury will hear the witness perfectly, but it is questionable whether counsel will do so. The arrangements of the other courts resemble one or other of the models we have described, with some variation in the width of the solicitors' tables and in the breadth of the passages in front of them.

So much for the western portion of the building, which takes up two-thirds of the whole space. The great quadrangle, round which the eastern portion of the building stands, measures about 300 feet in length by about 100 feet in breadth. In this portion of the building, which begins on the south side in the Strand, and, starting from the clock tower which forms so conspicuous a feature in the building, runs up the whole length of Bell-yard and some distance along Carey-street on the north, are grouped on four floors some of the most important offices in connection with the courts. Facing Bell-yard we find the whole of the top floor occupied by the Chancery Taxing Masters. At the south-end of the same portion of the building are placed the offices of the masters of the Queen's Bench Division on the court floor and the floor next above it; and the central office is placed on the ground floor. At the north end on the court floor and the floor next above are the offices of the Chancery Registrars, and on the ground floor those of the Chancery Paymaster and

the Bank of England. At the north side of the great quadrangle, and on its western side, and also on the western side of the central hall, on the two uppermost floors, are the offices of the chief clerks of the judges of the Chancery Division. At the north end of the great quadrangle is the bar-room, on which the late Mr. Street has expended ornamentation with a profusion not to be found elsewhere in a building by no means deficient in ornament. Above the bar-room are the lunacy offices.

The original project for the building comprised more than nine hundred apartments, including twenty-two courts, but Parliament modified that scheme, and the estimate had to be reduced, and the amount of room afforded was restricted. As might have been anticipated, the reduced space is likely to prove insufficient for all the purposes for which the building was originally planned, and when the rooms required by the officers who have yet to be accommodated in the building have been assigned to them, it is more than probable that complaints will be heard of crowding and restricted room. Rooms have yet to be found for the officers of the Probate, Divorce, and Admiralty Division, and for several other officers, and it is by no means certain that space can be found for all. The only way to provide extra accommodation will be to make use of waiting rooms or consultation rooms, and so rob the profession and suitors of a portion of the benefit specially provided for them.

Underneath the central hall are six large boilers and a steam engine, which are to be used in warming the building by means of the hot-water pipes, whose ramifications extend throughout the passages; and, as regards the engine, in supplying power for lighting by electricity such portions of the building as it shall ultimately be decided to light in that way. While the corridors are warmed by means of hot-water pipes, the rooms are all provided with open fireplaces, and the consumption of coal will be, of course, enormous. It will scarcely be credited that the space for storage of coal originally provided by the architect was not sufficient for a fortnight's consumption. Fresh cellars have now been provided on the west side. In various parts of the building there are lifts for the purpose of raising coal to the several floors, but the defect in most of these is that they have their openings on the landing on the stairs, and half-way between two floors. The sanitary arrangements are ample, and in the roof are large tanks of water for the service of the building and to supply the numerous hydrants set in every corridor for the protection of the building from fire. Among the minor defects in this large and admirable building, it may be noted that much of the stone with which the staircases are constructed and the passages paved is already wearing out. It must have been originally soft and unfit for its purpose. It will also be found that many of the staircases and passages are exceedingly dark, and unless they are kept continually lighted they will prove a source of danger to those who are not prepared for steps and pitfalls.

RECENT DECISIONS.

TAXATION.

(*In re Upperton*, Chitty, J., 30 W. R. 840.)

The well-known section 37 of the Solicitors Act, 1843 (6 & 7 Vict. c. 73) provides that, "in case any such reference as aforesaid shall be made upon the application of the party chargeable with such bill, or upon the application of such solicitor, and the party chargeable with such bill shall attend upon such taxation, the costs of such reference shall, except as hereinafter provided for, be paid according to the event of such taxation; that is to say, if such bill, when taxed, be less by a sixth part than the bill delivered, sent, or left, then such solicitor shall pay such costs; and if such bill, when taxed, shall not be less by a sixth part than the bill delivered, sent, or left, then the party chargeable with such bill, making such application or so attending, shall pay such costs." In the present case a solicitor who had ceased to act for the defendant in an action took out the common order for the taxation of his bill of costs against the defendant, providing that, "if the said [defendant] shall attend upon such taxation, if such bill, when taxed, be less by a sixth part than the said bill as delivered, the said master do tax the said [defendant] his costs of such reference, and if such bill, when taxed, shall not be less by a sixth part than the said bill as delivered, the said master do tax the petitioner his costs of such reference." The defendant did not attend the taxation, but wrote divers "long and explanatory letters to the taxing master." The amount taxed off was less than one-sixth part of the bill as delivered, but the taxing master refused to tax the additional costs of reference and taxation, on the ground that the defendant had not attended the taxation. On the motion before Chitty, J., it was contended for the solicitor that the words

"or so attending" at the close of section 37 showed that the party chargeable was liable to pay whether he did or did not attend, and that the respondent, by writing letters to the taxing master, had, in effect, attended the taxation. Both these contentions were somewhat hopeless, for the words "then the party chargeable, making such application or so attending, shall pay such costs" clearly contemplate two alternative events, neither of which had happened in the present case. And as regards attendance by letter, it is hardly necessary to point out that this would not possibly have been the kind of attendance contemplated by the statute. Mr. Justice Chitty promptly rejected both contentions, and confirmed the decision of the taxing master. The result is that solicitors taking out an order to tax, will, in any event, if the person chargeable does not attend the taxation, have to pay the costs of the reference.

DETERMINATION BY ARBITRATION CONDITION PRECEDENT TO LIABILITY.

(*Babbage v. Coulburn*, Q.B.D., 30 W. R. 950.)

It is worth while to notice this case as exemplifying the first of the classes of cases noticed by Jessel, M.R., in his judgment in *Dawson v. Fitzgerald* (24 W. R. 773, L. R. 1 Ex. D., at p. 360) as being those in which a plea of an arbitration clause is successful—viz., where the action can only be brought for the sum named by the arbitrator. The tenant of a furnished house agreed, at the expiration of his tenancy, to deliver up possession of the house and furniture in as good order and condition as on his taking possession, and "in the event of any loss, damage, or breakage, the same to be made good or paid for by the tenant, the amount of such payment, if in dispute, to be referred and settled by two valuers." The court held that as there was here no absolute and independent agreement for payment, the ascertainment of the amount to be paid by two valuers was a condition precedent to the right of the landlord to bring an action. The case seems clearly to come within the principle of *Scott v. Avery* (5 H. & C. 811), as stated by Bramwell, B., in his judgment in *Dawson v. Fitzgerald* in the court below (22 W. R. 162, L. R. 9 Ex. 10)—viz., that "if the original agreement is not simply to pay a sum of money, but that a sum shall be paid if something else happens, and that something else is that a third person shall settle the amount, then no cause of action arises until the third person has so settled the sum. For to say the contrary would be to give the party a different measure or rate of compensation from that for which he has bargained."

REVIEWS.

BILLS OF SALE ACT.

THE BILLS OF SALE ACTS, 1878 AND 1882; WITH NOTES, FORMS, AND A SHORT ACCOUNT OF CERTAIN RIGHTS AFFECTING BILLS OF SALE, TOGETHER WITH A CONCISE OUTLINE OF THE LAW RELATING TO SUCH BILLS. By E. R. PEARCE, Barrister-at-Law. H. Sweet.

This book is characterized by a more elaborate attempt to define the precise operation of the new Bills of Sale Act than any of those which we have hitherto noticed. The notes upon the several sections of the Acts are preceded by an outline of the whole law, in twelve pages, in which the author, dividing bills of sale into four classes, according to their nature and date, endeavours, by the aid of variations in the form of the printing, to show what rules are applicable to each particular class of bill—an ingenious plan which, in the present chaotic condition of the law, cannot fail to prove useful to those who will take the slight trouble necessary to understand it. Many of the notes upon the Act of 1882 contain really thoughtful comment, particularly that upon section 3, in which the author elaborates his reasons for supposing that the new law will be held to apply to bills executed under the Act of 1878 and unregistered. It is singular, having regard to the nature of the Act, and the number of books upon it which we have already noticed, that we have not met with more of this kind of argument—argument at once elaborate and concise as to its construction; for though such argument may be of only temporary value, that value may be very considerable to many persons, as, for instance, to advocates in county courts. Another useful note is that in which a summary is given of the changes which have been now effected. We are disposed to think that one of Mr. Pearce's conclusions with regard to section 7, defining the causes of seizure, needs reconsideration. He says that "bills which are intended to give the grantee power to seize under this section must contain express covenants to that effect as heretofore."

But then what becomes of the form of bill of sale annexed to the Act, which makes no provision for such covenants at all? The section appears rather to proceed upon a recognition of the doctrine that the mortgagee is, by the fact of the assignment to him, entitled to possession, unless the mortgagor retains some temporary right to it by the contract; and, in order to avoid the necessity for a special bargain upon the subject, it defines the extent to which, in every case, the mortgagee's right to possession is to be considered as cut down in favour of the mortgagor. A curious feature in the section is that it does not expressly forbid the parties to vary by contract their new legal position with respect to the possession, but the compulsory form of bill annexed to the Act compels them always to make a contract in fixed terms securing to the mortgagor the possessory rights which the Act confers upon him. It will be gathered from what we have said that Mr. Pearce's little book is, in our opinion, one of the best of the many treatises on the Act which have come under our notice.

THE BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882. WITH NOTES. A SUPPLEMENT TO THE THIRD EDITION OF THE LAW OF BILLS OF SALE. By GEORGE EDWARD LYON, and JOSEPH HAWORTH REDMAN, Barristers-at-Law. Reeves & Turner.

This pamphlet contains the new Act, with short notes drawing attention to the various points of difficulty in its construction. The observations of the authors are sensible and to the point; and, considering that the book was issued before almost any discussion had occurred as to the problems raised by the Act, we think their conclusions as to many of these problems do much credit to their judgment. They remark of the new Act in their introduction, that "it would be difficult to conceive a more slipshod, rough, and unpolished piece of legislation," and we think that most of our readers who have occasion to consider its provisions will concur in this observation.

LEGAL DIARIES.

THE LAWYER'S COMPANION AND DIARY AND LONDON AND PROVINCIAL LAW DIRECTORY FOR 1883. By JOHN THOMPSON, Esq., Barrister-at-Law. Stevens & Sons. Shaw & Sons.

THE SOLICITORS' DIARY, ALMANACK, AND LEGAL DIRECTORY, 1883. Waterlow & Sons (Limited).

WATERLOW BROTHERS & LAYTON'S LEGAL DIARY AND ALMANACK FOR 1883. By H. ALAN SCOTT, Barrister-at-Law.

Mr. Thompson's well-known annual contains this year the Remuneration Order; a table of charges in conveyancing before the 1st of January next, and a summary of decisions as to costs. In other respects the work seems to be kept up to its usual high standard of excellence. Constant use of this work for several years enables us to speak with some confidence as to its accuracy and utility.

The Solicitors' Diary of Messrs. Waterlow & Sons also contains the Remuneration Order and gives, in addition, a very useful tabular analysis of the rates under the scale, prepared by Mr. Emmanuel, LL.B. The portion of the work relating to stamp duties has been revised by Mr. Bond, of the Solicitors' Department at the Inland Revenue Office. This is a very complete and carefully edited diary. We have tested it on many points, and have found the information given accurate and satisfactory.

Messrs. Waterlow Brothers & Layton's Legal Diary contains the usual information looked for in these publications. We observe that a list is also given of the principal insurance offices in London, which have been established for twenty years or upwards, with the premiums charged by each for insurance at different ages.

* * In the heading of our review, last week, of Messrs. Gibson and McLean's work, the name of the former author was stated as "Alfred" instead of "Albert" Gibson.

Mr. Baron Pollock, Mr. Justice Manisty, and Mr. Justice Lopes have been placed on the *rota* as election petition judges for 1882-3.

Lord Coleridge has been suffering from lumbago, but he continues to improve, and it is expected that he will be able to resume his judicial duties early next week.

In the House of Commons, on the 30th ult., Sir A. Gordon asked the Secretary of State for the Home Department whether, during the next session of Parliament, he would introduce a Bill to amend the wording of the 6th section of the Ground Game Act of 1880, so as to give practical effect to the evident intention of the Legislature when passing the Act, that persons having a right to kill ground game should be allowed to employ spring traps in holes made by rabbits. Sir W. Harcourt said he could not give a strict answer to the hon. and gallant member, but he would see what could be done in the matter, and communicate with the hon. and gallant member privately.

CORRESPONDENCE.

THE REMUNERATION ORDER.

[To the Editor of the Solicitors' Journal.]

Sir,—There are one or two points under the Remuneration Order I have not seen discussed, and to which I would direct your attention, and shall esteem it a favour if you can render us any assistance in coming to a conclusion on the subject.

(1) What scale of charges is to apply to conveyancing matters in the Chancery Division; (2.) bills of sale; and (3.) registering judgments and annuities? The question turns on the construction of order 2, whether the words, "not being business in any action or transacted in any court or in the chambers of any judge or master," apply to sales, purchases, &c., or only to the words, "in respect of other business."

I understand it is said with some authority that all conveyancing business in the Chancery Division is excluded from the operation of the Order, and that the old scale of conveyancing costs remains in force in relation thereto.

(2.) Rule 6, part 1.—Does this rule apply where the property is leasehold and an assignment and mortgage are completed at the same time and are prepared by the same solicitor?

(3.) Schedule II.—Does the charge of 1s. per folio for perusing apply to abstracts? Can an abstract be said to come within the definition of the words "and other documents" at the head of the rule?

(4.) A great deal has been said about the commission on a sale by auction, and the arrangements to be made with the auctioneer, but suppose no arrangement is made and the business is carried on in the same way as it is now, does the order deprive the solicitor of the ordinary charges, as altered by Schedule II., for the work he does in connection with the sale by auction? It certainly does deprive him of the costs of the conditions of sale, which are included in the fee for deducing title, but order 2 and sub-sections seem to me to specially provide that where the scale (in this case the fee for conducting sale) does not apply to any business, the charges are to be regulated according to the present system as altered by Schedule II.

(5.) If an outstanding estate is to be got in, I trust the practitioner will not be expected to consider this included in the fee for deducing title, and that he will be able to look to Schedule II. for his reward, and that the same principle will be applied to all work not coming strictly within that definition.

T. T.

[1.] We think that, under rule 2, all conveyancing business in the Chancery Division is excluded from the scale in Part I. The rule provides that "the remuneration of a solicitor in respect of business" (of certain specified kinds) "and in respect of other business, not being business in any action, &c., is to be regulated, &c." We think the exception must be taken to have reference to all the business previously mentioned in the rule. But the effect of the provision in rule 2 (c.) that in respect "of all other business, the remuneration for which is not hereinbefore prescribed, the remuneration is to be regulated according to the present system as altered by Schedule II. hereto, is, we think, to make that schedule applicable to the remuneration of the solicitor for conveyancing work in the Chancery Division.

(2.) As the rules in Schedule I., Part I., are rules applicable (see heading to scale) to "charges on sales, purchases, and mortgages" generally, there can be no doubt that "conveyance" in rule 6 will be held to include "assignment."

(3.) We think that the heading to Schedule II., "Instructions for, and drawing and perusing, deeds, wills, and other documents," limits the allowance for perusing to documents of a like nature to deeds—that is, to instruments—and that the allowance does not extend to perusing abstracts.

(4.) We fear there can be little doubt that the order does deprive the solicitor of the ordinary charges as altered by Schedule II. for the work he does in connection with the sale by auction. Rule 2 (a.) provides that "in respect of sales . . . completed, the remuneration of the solicitor . . . is to be that prescribed in Part I. of Schedule I., and to be subject to the regulations therein contained." The effect of this we take to be that, for the whole business ordinarily connected with a sale, the remuneration is to be that prescribed in Part I. of Schedule I., and that only. Otherwise, since there is no express provision in Schedule I., Part I., as to the costs of stamping or registration, the solicitor would be entitled to charge for these on the present system as altered by Schedule II. If we are right in this view, the provision at the end of rule 2 (c.) is not applicable, since the remuneration in respect of all matters ordinarily connected with a sale is prescribed by the first part of rule 2.

(5.) See the observations on this important matter in our third article on the Order, at p. 699 of our last volume. The reasonable construction of the Order is that the fee for deducing title covers only preparation of abstract and replies to requisitions. But we cannot venture to predict what construction will be given to the Order in this respect.—Ed. S. J.]

[To the Editor of the Solicitors' Journal.]

Sir,—The President of the Incorporated Law Society of Liverpool is reported by you to have said in his recent speech—

"In some cases the solicitor is not employed in the preliminary negotiations, and it is obvious that in such cases he should not be paid after the same rate as in those cases where he has had this labour and responsibility."

I agree, but that does not render it the more proper why a solicitor in the country—where a different custom prevails than in London—should not only be paid, but be paid by way of commission, for drawing conditions and agreements for sale, while his less fortunate brother solicitor in London should not be entitled to claim any payment whatever for such work. Why, at any rate, should not the London solicitor be entitled to charge according to Schedule II., for the negotiations and the contract or conditions?

I consider that the Council of the Incorporated Law Society (or, if they will not, then, perhaps, their late president would oblige us by taking the matter up) should convene a meeting of the London solicitors with a view to getting the Order modified, at any rate, to the above extent.

A SOLICITOR.

November 6.

[To the Editor of the Solicitors' Journal.]

Sir,—Whilst the Remuneration Order is still under discussion, allow me to point out one section of cases which apparently has not been dealt with by the Order, the effect of which omission I venture to submit will entail a serious loss to solicitors. I allude to cases of sales, &c., under the Lands Clauses and Railway Clauses Consolidation Acts.

Sales conducted under these Acts are usually for large amounts, the land being acquired by railway and other companies for the purposes of their works, and the purchasers have in these cases to pay the vendor's charges.

I quite concur with the statement in the letter of your correspondent "X," which appeared in your issue of the 4th inst., with regard to this class of sales, the remuneration for which should, in my opinion, have been dealt with by the Order.

W. A. L.

November 8.

[We have frequently drawn attention to this provision of the Order, which, strange to say, owes its origin to the action of the Council of the Incorporated Law Society.—Ed. S. J.]

[To the Editor of the Solicitors' Journal.]

Sir,—Several of your correspondents have invited opinions as to the course to be pursued with auctioneers. I think the proper course is to adopt the Liverpool and North country rule—viz., paying an auctioneer a fee of two or three guineas to get into the box, where his functions would begin and end.

It has always appeared to me absurd to pay enormous commissions to auctioneers for little or no work, and very little responsibility.

The abolition of advertising the auctioneer's name in letters an inch long for his own purposes will diminish the cost of advertising, and if the auctioneer's commission can be got rid of, as it well may be, the expense of transferring estates will be reduced sensibly.

November 3.

REFORMER.

THE NEGOTIATION FEE.

[To the Editor of the Solicitors' Journal.]

Sir,—In Part I., Schedule I., to the General Order under the Solicitors' Remuneration Act, 1881, the vendor's solicitor is allowed one per cent. for negotiating a sale by private contract, and rule 11 appended to Part I. states that this shall apply to cases where the solicitor of a vendor arranges the sale, the price, &c., and no commission is paid by the client to an estate or other agent. Now, if A., without the intervention of any agent, agrees simply to sell B. property at a certain price; then informs his solicitor of this fact; hands him the deeds and instructs him to carry the matter through, the first step in which would be, as a matter of course, to settle the terms of the contract by which the time of completion and payment of deposit is provided for and any other necessary terms arranged, will the solicitor for these services be allowed the one per cent. mentioned in the schedule as allowed for negotiating sales?

ARTICLED CLERK.

[Apparently not, for the solicitor has not "arranged the price."—Ed. S. J.]

THE OPTION TO CHOOSE YOUR JUDGE.

[To the Editor of the Solicitors' Journal.]

Sir,—I trust that there may be no foundation for the report that it is intended to abolish the option now possessed by plaintiffs in the Chancery Division, of choosing the judges for whom their actions are to be marked.

It is a mistake to suppose that the disparity between the number of actions in the lists of the various judges arises from caprice, or even from a well-founded preference for the legal opinion of one learned judge rather than another.

The great majority of actions in the Chancery Division involve administrative proceedings in chambers, the expeditious and efficient carriage of which is of the greatest importance, and, judging from my own experience, I should say that the solicitor is guided in the selection of the judge by experience as to the mode in which the business in his chambers is conducted. Taking into consideration the well-known fact that the Rolls has for many years past been the favourite court for all matters relating to the winding up of companies, and making a liberal deduction on that account, I should have no hesitation in taking the figures which you give, as to the number of actions set down for hearing before the different judges, as being a very fair indication of the relative merits of their respective chambers. If I am correct in this opinion, some changes in the staff of some of the chambers would speedily result in an equalization of the judges' lists.

To compel suitors to submit, against their will, to the delays which they can now avoid by judicious selection would be a great and unnecessary hardship.

A LONDON SOLICITOR.

[Our correspondent rather forgets that the present system of frequent transfers practically debars the suitor from securing that his action shall be attached to a particular judge. We gave the information as we received it, and as expressing the views of persons in authority, without intending to express any opinion of our own on the advisability of the change.—Ed. S. J.]

MARRIED WOMEN'S PROPERTY ACT, 1870.

[To the Editor of the Solicitors' Journal.]

Sir,—I shall be much obliged by the opinion of any of your readers on the following point:—

A., a married woman, dies in the year 1878, having money deposited in her maiden name in the savings' bank; her husband survives her. Having regard to section 2 of the Married Women's Property Act, 1870, is the husband entitled to the money on taking out administration to his deceased wife, or are the wife's next of kin entitled; the words of the Act being, "That such money shall belong to her as if she were unmarried"? Would this interfere with the husband's right by survivorship?

INQUIRER.

A LIBERAL PRACTITIONER.

[To the Editor of the Solicitors' Journal.]

A SOLICITOR gives Advice Gratis, Collects Debts, &c., on low commission.—Address H. 23, Daily Telegraph Office, Derby.

Sir,—I cut the above from the *Derby Daily Telegraph* of to-day.
Derby, November 8.

H. T. G.

CASES OF THE WEEK.

RAILWAY COMPANY—EXPIRATION OF POWERS—ENTRY—LANDS CLAUSES CONSOLIDATION ACT, 1845, ss. 18, 68, 85.—In a case of *Loosemore v. The Tiverton and North Devon Railway Company*, before the Court of Appeal, at Lincoln's-inn, on the 7th inst., an important question was decided as to the operation of an entry upon land by a railway company under the 85th section of the Lands Clauses Act, 1845, after the time for the exercise of their compulsory powers had expired, and a few days only before the expiration of the time limited for the completion of their works. The defendants were a railway company incorporated under a special Act of Parliament, passed on the 19th of July, 1875, and incorporating the Lands Clauses Act, 1845. By section 39 of the special Act, the compulsory powers of taking land were not to be exercised after the expiration of three years from the passing of the special Act; and, by section 40, if the railways were not completed within five years from the passing of the Act, then the powers granted to the company for making and completing the railways, or otherwise in relation thereto, were to cease to be exercised except as to so much thereof as should be then completed. On the 12th of July, 1878 (seven days, that is, before the expiry of their compulsory powers) the company served the plaintiff with notice, under the 18th section of the Lands Clauses Act, of their intention to purchase a strip of land for the construction of their railway. The plaintiff gave notice requiring the company to purchase the whole or none of his property, which was a water mill with garden and fields adjacent. Nothing was done under these notices, and, ultimately, the company obtained the appointment of a surveyor by the Board of Trade, under 30 & 31 Vict. c. 127, s. 36, so that they might assess the value of the land they desired to take, and then enter under the provisions of the 85th section of the Lands Clauses Act, which provides, "that if the promoters of the undertaking shall be desirous of entering upon or using any such lands before an agreement shall have been come to, or an award made, or a verdict given for the purchase-money or compensation to be paid by them in respect of such lands, it shall be lawful for the promoters," upon certain terms as to paying the amount assessed by the surveyor into the bank, and giving a bond with sureties, "to enter upon and use such lands."

In the present case the company complied with the requirements of the 85th section, and then "entered upon and used" the plaintiff's land for the purpose of constructing their railway upon it. This entry was made on the 6th of July, 1880—i.e., thirteen days only before the expiration of the time limited by section 40 of their special Act for the completion of their works. The plaintiff by his action asked for an injunction to restrain the company from remaining in possession of his land and for damages. Fry, J., held that the entry by the company was perfectly lawful (30 W. R. 628), and the plaintiff now appealed. The Court of Appeal (Lord SELBORNE, C., JESSEL, M.R., and COTTON, L.J.) now reversed the decision of Fry, J., and made an order for the company to deliver possession of the land in question, and upon which they had, in the meantime, completed their line, to the plaintiff. Lord SELBORNE, in delivering judgment, said that the railway was, of course, not made upon the plaintiff's land when the company's powers expired on the 19th of July, 1880, and when they entered under the 85th section it must have been manifest that this could not possibly be done. The power of entry given to the company by section 85 of the Lands Clauses Act was given as ancillary to and for the purposes of the other statutory powers. It conferred no right to possession except for the purpose of making the statutory works under the Act; it did not divest the landowner's title, or relieve the company from the necessity of proceeding under the powers given to them for making and completing the railways, or otherwise in relation thereto, in order to transfer that title to themselves in the same manner as if they had not entered. It was true that after such entry the landowner, if he wished to compel the company to take the steps necessary for that purpose, might proceed under the 65th section of the Lands Clauses Act; but, in the present case, the appellant preferred to stand upon his own title to the land, which, in his lordship's opinion, he had a right to do. For a company to enter on the eve of the expiration of all its general powers applicable to the land on which it so enters, not for the purpose of making any statutory works under the statutory powers, but for that of acquiring a possessory title to the land against the landowner, and then making a railway over it, not under the Act, but as under an ordinary landowner's title, was, in his lordship's opinion, an abuse of this Act, which could confer no right upon the company after the expiration of their powers which they would not otherwise have possessed. JESSEL, M.R., and COTTON, L.J., delivered judgments to the same effect.—SOLICITORS, C. M. Stretton; R. R. Nelson.

INTERROGATORIES—ORDER TO MAKE FURTHER ANSWER—SUFFICIENCY OF FURTHER ANSWER—PRACTICE—ORD. 31, R. 20.—In a case of *Kennedy v. Lyell*, before the Court of Appeal at Lincoln's-inn, on the 3rd inst., a question arose as to the application of rule 20 of order 31, whereby a plaintiff in any action is made liable to have his action dismissed for want of prosecution, on failure to comply with any order to answer interrogatories. On a former occasion the Court of Appeal had ordered the plaintiff to make a further and better answer to certain interrogatories administered by the defendant in the action. Several of these interrogatories related to the title of one Anne Duncan, from whose co-heiresses the defendant claimed to have purchased the property in dispute, and another related to an alleged admission by the plaintiff that he held the property liable to the claims of the heir of A. Duncan if found. The plaintiff in his further answer admitted the title of A. Duncan to the property, and that he would be liable to the right heir if found; but gave no answer to any of the interrogatories concerning the title of A. Duncan, and, as to certain other interrogatories, declared that he had no personal knowledge, and only such information as his solicitor had collected, for the purposes of the action, which he claimed as privileged. The action was one under 32 Henry 8, c. 9, for penalties incurred by purchasing a pretended title. Bacon, V.C., held that the defendant ought to have proceeded under rule 10 of the order, by bringing a summons for a better answer; and dismissed the application. The Court of Appeal (Lord SELBORNE, C., JESSEL, M.R., and COTTON, L.J.) dismissed the appeal. Lord SELBORNE, in delivering the judgment of the court, saying that it was not the duty of the court on that occasion to go into the sufficiency of the answers, a question which ought to be determined in chambers. In order to obtain dismissal of the action under rule 20 of order 31, there must appear on the face of the answer strong evidence of *malis fides* on the part of the plaintiff. Here, the plaintiff having admitted the title of Anne Duncan, the questions as to her title were immaterial, and as to other questions the plaintiff denied that he had any knowledge, and claimed privilege. It was quite possible that the answer would prove insufficient, and that a further answer might be necessary, but that was a question which the Court of Appeal agreed with the Vice-Chancellor in thinking ought to be determined in chambers. The exercise of the power given by rule 20 of order 31 was not compulsory upon the court, but discretionary, and the present case was not one for the exercise of that discretion.—SOLICITORS, Balfour Allan; Rooper & Son, for Earle, Sons, & Co., Manchester.

BANKRUPTCY—LANDLORD AND TENANT—DISCLAIMER OF LEASE BY TRUSTEE OF ASSIGNEE—LIABILITY OF LESSOR TO LESSOR—BANKRUPTCY ACT, 1869 (32 & 33 Vict. c. 71), s. 23.—In a case of *East and West India Dock Company v. Hill*, before the Court of Appeal at Lincoln's-inn on the 4th inst., the question arose whether, when the trustee in liquidation of the assignee of a lease has disclaimed the lease, the original lessee remains liable to the lessor under his covenants. The lessee had covenanted in the usual form for payment of the rent reserved by the lease, and on the same day had, with the lessor's consent, assigned his lease, taking the usual covenants from the assignee for payment of rent and indemnity. The assignee afterwards sub-demised the premises at a peppercorn rent, by way of mortgage, for the residue of the term less three days. Subsequently the assignee of the lease filed a liquidation petition, and his trustee disclaimed the lease under section 23 of the Bankruptcy Act, 1869. This action was then brought by the

lessors against the lessee to recover rent which had accrued due under the lease since the appointment of the trustee. Hall, V.C., held, on the authority of *Smyth v. North* (30 W. R. 643, L. R. 7 Ex. 242), and *Ex parte Walton* (30 W. R. 295, L. R. 17 Ch. D. 746), that the disclaimer only operated as a surrender so far as to relieve the bankrupt and his trustee from liability, and not so as to otherwise affect the rights and liabilities of third parties, and that the lessee therefore remained liable under his covenants. The Court of Appeal (Lord SELBORNE, C., JESSEL, M.R., and COTTON, L.J.) confirmed this decision. Without determining that any of the former decisions bearing on this question were binding upon the court, Lord SELBORNE said that they were of opinion that the concurrence of those decisions was such that if they were to be overruled it ought to be by a higher authority. The Court of Appeal in *Ex parte Walton* prefaced their decision by an opinion that, as between lessor and lessee, the lease was not destroyed by the surrender, and though that expression of opinion was perhaps not necessary to the decision, yet it was an expression of opinion of some weight, and was supported by the previous decision in *Smyth v. North*. Moreover, in the much earlier case of *Manning v. Plight* (3 B. & A. 211), the court had decided that the giving up of the lease under the old Act of 6 Geo. 4, c. 17, operated only as between the bankrupt and the lessor, and though the word "surrender" did not occur in that Act, yet the meaning was in fact the same. No argument could be founded on hardship, for in any case it was a question merely of who is to suffer by a bankruptcy, and the latter part of the section gives power to any person interested in the disclaimed property to apply to the court as to the possession thereof, and any person injured by the operation of the section might prove under the bankruptcy to the extent of such injury. JESSEL, M.R., and COTTON, L.J., concurred, the former stating that he had in no way altered the opinions expressed by him in *Ex parte Walton*.—SOLICITORS, Freshfields & Williams; Soames.

MORTGAGEE OF COMPANY TAKING POSSESSION—BOOKS OF COMPANY—COMPANIES ACT, 1862, s. 115—GENERAL ORDERS, NOVEMBER, 1862, R. 17.—In the case of *In re The Clyde Tin Plate Company (Limited)*, before Chitty, J., on the 3rd inst., a motion was made by the voluntary liquidator of the company for the delivery up by the respondent of books in his possession belonging to the company. It appeared that the respondent was a solicitor who had acted for the mortgagee of the company's business and property, and also for the company. Shortly after the resolution was passed for a voluntary winding up, the respondent took possession of the books, and when applied to, declined to deliver them up, on the ground that he was instructed by the mortgagees to take possession under the powers contained in the mortgage, which extended in terms to all the effects of the company, and also on the ground that he had a lien on the books in respect of costs due to him from the company. CHITTY, J., said that the liquidator's right to the books was *prima facie* unanswerable. General words in a mortgage, such as other effects or other chattels, were not sufficient to include the ordinary books of a company. To decide otherwise would be to involve the directors of this company in a direct breach of trust. It was also clear that the books in question had never come into the possession of the respondent as solicitor of the company, but that he had himself taken possession. An order must be made according to the notice of motion.—SOLICITORS, J. J. & J. C. Allen; Howell Thomas.

PRACTICE—MOTION TO DISMISS ACTION ON GROUND OF IRREGULARITY—ERROR IN WRIT OF SUMMONS—RULES OF COURT, 1875, ORD. 2, R. 8—ORD. 5, RR. 4A, 6—ORD. 27, R. 11—ORD. 59, RR. 1, 2.—In the case of *Pleasants v. The East Dereham Local Board*, before Chitty, J., on the 3rd inst., judgment was delivered on a motion made by the defendants that the writ of summons issued in the action might be discharged for irregularity, and that the action might stand dismissed with costs. The defendants, who had entered a conditional appearance, objected that the writ, which was issued on the 15th of June last, purported to be tested by "The Right Honourable Hugh McCalmont, Earl Cairns, Lord High Chancellor of Great Britain." It appeared that an old printed form had been made use of, and the error of the name of the Lord Chancellor escaped the notice of the clerk who issued the writ, and of the official who stamped it. The motion was argued at considerable length on the last day before the Long Vacation, and his lordship reserved judgment. CHITTY, J., said that the objection taken was one of a highly technical character. The writ corresponded in all respects with the requisites prescribed by the General Orders, and with the form set forth in the appendix of forms to the Judicature Act, with the exception of the inaccuracy in the *teste*; it was properly issued and dated, and according to ord. 5, r. 6, duly sealed and issued. The style of Lord Chancellor also appeared in it, and the inaccuracy of name must be considered as a clerical error, which the judge had power, under ord. 27, r. 11, to set right by giving leave to amend. As counsel for the defendants raised no objection to have the writ at once amended, his lordship would at once give such leave. The costs would be costs in the action.—SOLICITORS, Johnston & Harrison, for Wright, Barton, & Vowles, East Dereham; E. Doyle & Son.

WILL—CONSTRUCTION—"COTTAGE WITH THE GARDEN."—In an action of *Heach v. Prichard*, before Pearson, J., on November 3, a question arose as to whether an orchard passed under a gift of a "cottage with the garden." The testatrix in the case gave "my freehold cottage, called Teynham Lodge," to a person for life, and after her death, directed "that the above-named cottage with the garden" should be sold, and the proceeds divided. She had bought the cottage and garden in 1841, and the orchard, which was also freehold, in 1846, and she had continued to occupy them altogether till 1853, the date of her will, and so down to her death. There was a quickest hedge between the garden and the orchard, but there was a gate giving access to the orchard from the garden. The tenant for life had occupied all the

property, but on her death this question was raised, and it was contended that as the testatrix had specified the garden in the gift over, she would also have specified the orchard if she had intended that to pass. *PEARSON, J.*, held that the orchard was really part of the garden, though used for fruit only, and the testatrix must be taken to have intended it to pass with the cottage and garden. Unless she had intended that, she would have died intestate as to the orchard.—*Solicitors, Saunders, Hawksford, & Bennett, for James Carver, Hereford.*

OBITUARY.

MR. JOHN MAURICE HERBERT.

Mr. John Maurice Herbert, judge of county courts, died suddenly at his residence, Rocklands Manor, Herefordshire, on the 3rd inst., in his seventy-fifth year. Mr. Herbert was the son of Mr. John Lawrence Herbert, of New Hall, Montgomeryshire, and was born in 1808. He was educated at Hereford School, and he was formerly fellow of St. John's College, Cambridge, where he graduated as seventh wrangler in 1830. He was called to the bar at Lincoln's-inn in Easter Term, 1835, and he practised for several years as an equity draftsman and conveyancer. He was for some time an assistant tithe and copyhold commissioner, and he also acted as a commissioner for enfranchising the assessorable manors of the Duchy of Lancaster. In 1847, on the passing of the first County Courts Act, he was appointed by Lord Cottenham judge of county courts for Circuit No. 24, which comprises parts of Herefordshire and Monmouthshire, and several towns in South Wales, and he held that office until his death. Mr. Herbert was a fellow of the Geological Society, and a magistrate for Herefordshire, Monmouthshire, Glamorganshire and Radnorshire. He had been twice married.

LAW STUDENTS' JOURNAL.

LIVERPOOL LAW STUDENTS' ASSOCIATION.

A meeting of this association was held at the Law Library on the 30th of October. The chair was taken by Henry L. Gregory Esq., J.P., solicitor, and there was a full attendance, the special feature of the meeting being the presentation of the prizes awarded to Mr. J. P. McKenna and Mr. A. Wilson, the successful candidates at the examination held by Mr. Aubrey St. John Clerke, barrister, on the course of lectures delivered by him on the Conveyancing Act, 1881. One of the prizes was given by the chairman and one by the association. After the transaction of formal business (including the vote of a prize of £7 7s. in connection with the law examination at the new Liverpool University College), the chairman delivered a short address. He alluded to the high social position of lawyers, there being few noble or distinguished families who were not connected by their ancestors or present members with the profession of the law. Speaking of the great value of debating societies as a part of legal training, he said they gave students opportunity for practice in condensing and clearly representing a logical chain of argument, in giving consistent expression to their ideas, and in training the mind always to be ready for the "occasion sudden" spoken of by Lord Coke. He urged the younger articulated clerks not to neglect the chances the association gave them, and not to be afraid of speaking what they thought. If they would once make a beginning they would soon find the ground grow firm under their feet. Law studies were very different now to what they formerly were. The text-books were clearer and more concise; the "authorized" reports were now reduced to one recognized system in place of a host of independent "authorized" publications. No better example of the reforming spirit of the age could be taken than the "Conveyancing Act" of 1881. It had effected a great improvement in our conveyancing practice, both in conciseness and certainty. The cumbersome old doctrines of warranties, and the lengthy "common forms" had been swept away. He felt confident that the profession would never regard legal reform in a narrow spirit, but would hail with satisfaction any improvement which would benefit the public. The interests of the profession and the public were not, and could not be, antagonistic, and what benefited the one would in the end benefit the other. He disliked looking at these matters in the narrow light of professional emoluments, but even in this view he would venture to assert that the simplification of legal procedure always meant an accession of public confidence in the profession, and a more frequent use of their services. The speaker then alluded to the stimulus and encouragement given to those attending lectures by the holding of examinations, and the awarding of prizes. He had seen Mr. Clerke's report on the recent examination, and he thought its terms were a great compliment and credit to the law students of Liverpool. He trusted that the successful candidates would be encouraged by their success, and would look back upon it as a milestone for guidance in their future professional career. Mr. Gregory concluded a very interesting and instructive address, which was frequently applauded, by presenting the prizes to Mr. McKenna and Mr. Wilson. A vote of thanks to Mr. Gregory was proposed by Mr. McConkey, barrister, seconded by Mr. Miller and carried by acclamation. Mr. Gregory briefly responded and expressed the pleasure he felt in coming there. A debate then took place on the following subject:—"That it is inexpedient in the interests of this country to construct the proposed Channel Tunnel." Mr. Miller opened in the affirmative and Mr. McKenna followed in the negative. After a short discussion the chairman put the question to the meeting, and it was decided in favour of the affirmative by a majority of six. There were thirty-four members present.

LEGAL APPOINTMENTS.

Mr. SAMUEL DANKS WADDY, Q.C., who has been elected M.P. for the City of Edinburgh in the Liberal interest, is the son of the late Dr. Samuel Waddy, of Sheffield, and was born in 1830. He was educated at Wesley College, Sheffield, and he graduated B.A. at the University of London in 1850. He was called to the bar at the Inner Temple in Michaelmas Term, 1853. He became a Queen's Counsel in 1874, and he is a member of the North-Eastern Circuit. Mr. Waddy was M.P. for Barnstaple from February, 1874, till December, 1879, when he was elected M.P. for Sheffield, but he was defeated at the general election in the following year. He is a bencher of the Inner Temple.

Mr. HENRY FREDERICK GIBBONS, barrister, has been appointed a Judge of the District Court in Jamaica, in succession to Mr. Edward Thomas Smith, deceased. Mr. Gibbons was educated at Trinity Hall, Cambridge, where he graduated first class in civil law in 1852. He was called to the bar at the Middle Temple in Trinity Term, 1853, and he was formerly a member of the Midland Circuit. Mr. Gibbons is the author of a work on Equity Practice in the County Courts, and he was for several years a revising barrister. He was for a short time registrar-general for the colony of Hongkong, and he has recently acted as deputy judge of the City Court.

Mr. WILLIAM LYON SELFE, barrister, has been appointed Judge of County Courts for Circuit No. 24, in succession to Mr. John Maurice Herbert, deceased. Mr. Selfe is the second son of the late Mr. Edward Selfe, many years a metropolitan police magistrate, and he is a graduate of Christ Church, Oxford. He was called to the bar at the Inner Temple in Trinity Term, 1870, and he has practised in the Chancery Division. Mr. Selfe was principal secretary to Earl Cairns when Lord Chancellor.

Mr. JOHN HERBERT WILLIAMS, solicitor, of Ludlow, has been appointed Clerk to the County Magistrates at that place. Mr. Williams was admitted a solicitor in 1873. He is also coroner for the borough of Ludlow. Both offices were held by his father, the late Mr. John Williams.

DISSOLUTIONS OF PARTNERSHIPS.

HENRY WILLIAM TRINDER, ARTHUR CECIL CURTIS-HAYWARD, and ARNOLD TRINDER, solicitors (Trinders and Curtis-Hayward), 14, St. Helen's-place, London. October 31. [*Gazette*, November 3.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

BELGIAN DATE COFFEE COMPANY, LIMITED.—Petition for winding up, presented Oct 31, directed to be heard before Chitty, J., at the Rolls Court, Chancery lane, on Nov 11. Abrahams and Co, Old Jewry, solicitors for the petitioner.

BIRMINGHAM AND WARWICKSHIRE BRUSH ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Petition for winding up, presented Oct 31, directed to be heard before Chitty, J., at the Rolls Court, Chancery lane, on Nov 11. Summerhays, Old Broad st, solicitor for the petitioner.

BOGNOR BRICK AND TILE COMPANY, LIMITED.—North, J., has, by an order dated Oct 19, appointed Samuel Reynolds, Bognor, official liquidator.

BRUSH MIDLAND ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Petition for winding up, presented Oct 31, directed to be heard before Chitty, J., on Nov 11. Davis and Co, Coleman st, solicitors for the petitioner.

DEVON AND CORNWALL ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Petition for winding up, presented Nov 1, directed to be heard before Chitty, J., on Nov 11. Summerhays, Old Broad st, solicitor for the petitioner.

FRENCH ZEPHYRUS COMPANY, LIMITED.—Petition for winding up, presented Oct 26, directed to be heard before Chitty, J., on Nov 11. Heritage and Co, Clement's lane, solicitors for the petitioner.

GENERAL SHARE TRUST COMPANY, LIMITED.—Kay, J., has fixed Wednesday, Nov 15, at 12, at his chambers, for the appointment of an official liquidator.

GEORGIA LAND, LUMBER, and COLONISATION COMPANY, LIMITED.—Chitty, J., has fixed Monday, Nov 13, at 12, at his chambers, for the appointment of an official liquidator.

INDIAN KINOSTOP AND SANDHURST GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented Nov 2, directed to be heard before Chitty, J., on Nov 11. Beall and Co, Queen Victoria st, solicitors for the petitioner.

SILKSTONE AND HAIGH MOOR COAL COMPANY, LIMITED.—Petition for winding up, presented Nov 2, directed to be heard before Bacon, V.C., on Nov 18. Badham and Williams, Salter's Hall et, Cannon st, agents for Marsden and Co, Wakefield, solicitors for the petitioners.

SUREBY AND HAMPSHIRE CANAL CORPORATION, LIMITED.—Chitty, J., has fixed Monday, Nov 13, at 12, at his chambers, for the appointment of an official liquidator.

WITHEAVEL HERMITAGE LEON and STEEL COMPANY, LIMITED.—Petition for winding up, presented Oct 31, directed to be heard before Chitty, J., on Nov 11. Gregory and Co, Bedford row, agents for Charnley and Finch, Preston, solicitors for the petitioners.

YORKSHIRE BRUSH ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Petition for winding up, presented Nov 1, directed to be heard before Bacon, V.C., on Nov 11. Reep and Co, Queen st place, Cannon st, solicitors for the petitioner.

[*Gazette*, Nov. 3.]

BANK OF PORT ELIZABETH, LIMITED.—Bacon, V.C., has fixed Nov 17, at 11.30, at his chambers, for the appointment of an official liquidator.

SILKSTONE AND HAIGH MOOR COAL COMPANY, LIMITED.—Petition for winding up, presented Nov 3, directed to be heard before Bacon, V.C., on Saturday, Nov 18. Darley and Cumberland, John st, Bedford row, solicitors for the petitioners.

WELSH WOOLLEN MANUFACTURING COMPANY, LIMITED.—Chitty, J., has fixed Monday, Nov 20, at 12, at his chambers, for the appointment of a liquidator.

[*Gazette*, Nov. 7.]

UNLIMITED IN CHANCERY.

BUTE DOCKS LOAN SOCIETY.—Creditors are required, on or before Nov 29, to send their names and addresses, and the particulars of their debts or claims, to James David Owen, Llanwit Villa, Salisbury rd, Cardiff. Tuesday, Dec 12 at 11, is appointed for hearing and adjudicating upon the debts and claims. Chitty, J., has, by an order

dated June 29, appointed James David Owen, Llantwit Villa, Salisbury rd, Cardiff, to be official liquidator

STANFORDS OF DEVON.

LIMITED IN CHANCERY.

ENGINEER MANGANESE COMPANY, LIMITED.—Petition for winding up, presented Oct 31, directed to be heard before the Vice-Warden, at the Princes Hall, Truro, on Wednesday, Nov 22 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Nov 20, and notice thereof must, at the same time, be given to the petitioner, his solicitor, or their agent. Cock, Truro, agent for Snell and Co, George st, Mansion House, solicitors for the petitioner

[Gazette, Nov. 3.]

FRIENDLY SOCIETIES DISSOLVED.

FEMALE FRIENDLY SOCIETY, Hark to Bounty Inn, Slaidburn, York. Oct 30
WHEAT SHEAF FRIENDLY SOCIETY, Wheat Sheaf Inn, Worksop, Nottingham. Nov 3

[Gazette, Nov. 7.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

KEILY, EDWARD, Bryanston sq. Nov 30. Kelly v Dimond, Fry, J. Plews, Old Jewry chbrs
SHILLITO, WILLIAM, Sandal Magna, York, Yeoman. Nov 25. Curtis v Shillito, Kay, J. Chadwick, Church st, Dewsbury

[Gazette, Oct. 27.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ALBISTON, JOSEPH, Heston Norris, Lancaster, Yeoman. Nov 10. Newton, Stockport
ARMHURST, HENRY GEORGE, Richmond, Surrey, Merchant. Dec 1. Simpson and Co, Moorgate st
BAGNALL, JOSEPH, Abbots Bromley, Stafford, Farmer. Dec 1. Wilkins, Uttoxeter
BAILEY, THOMAS, Herne Bay, Kent, Gent. Nov 27. Wood and Wootton, Fish st hill
BOYCE, FREDERIC WATTS, Dartford, Kent, Auctioneer. Nov 20. Russell and Co, Old Jewry chbrs
BULLER, JAMES, Bovey Tracey, Devon, Esq. Dec 16. Francis and Co, Newton Abbot
COWAN, WILLIAM KENNEDY, Liverpool, Bookkeeper. Dec 1. Gardner and Smith, Liverpool
CHERR, GEORGE, Dulwich rd, Fly Master. Dec 12. Easton, Lion House, Walworth
DOWNES, ROBERT EDWARD, Carmen, Mexico, North America, Gent. Dec 9. Hunter, Coleman st
FOSTER, JAMES, Brotton, York, Medical Student. Dec 4. Stanton and Atkinson, Newcastle upon Tyne
FOSTER, SARAH ISABELLA, Newcastle upon Tyne. Dec 4. Stanton and Atkinson, Newcastle upon Tyne
FOSTER, WILLIAM WATSON, St Bene's pl, Gracechurch st, Clerk. Dec 4. Stanton and Atkinson, Newcastle upon Tyne
GOODDAY, REV. SEPTIMUS, Witham, Essex. Dec 1. Stevens and Co, Witham
HADDOCK, CATHERINE, Brighton. Dec 24. Arnold and Co, Carey st, Lincoln's inn
HOBBS, WILLIAM, Hapton, nr Padham, Lancaster, Grocer. Dec 1. Fletcher, Blackburn
LANDSDELL, GEORGE, Benenden, Kent, Farmer. Nov 20. Hinds and Son, Goudhurst
MILLS, MARY, Brighton. Nov 30. Warne, Brighton
MOY, WILLIAM, Halstead, Essex, Luncheon. Dec 1. Cardinal, Halstead
NICOLAY, MARY, Cheltenham. Dec 5. Titcher and Sons, Cheltenham
OLIVER, FREDERICK BAILEY, Rosendale rd, West Dulwich, Agent to a Life Assurance Office. Nov 20. Russell and Co, Old Jewry chbrs
PULSFORD, ELIZA, Islip st, Kentish Town. Nov 30. Baileys and Co, Berners st
RUDLAND, ELIZABETH, Ashby de la Zouch, Leicester. Dec 1. Smith and Mammatt, Ashby de la Zouch
TRIMPT, JOHN, Little Eaton, Derby, Paper Manufacturer. Nov 14. Barber and Co, Derby
WALKER, ANN, Blindbothel, Cumberland. Nov 6. Waugh and Musgrave, Cockermouth

[Gazette, Oct. 27.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BAGG.	Mr. Justice MAY.
Monday, Nov.	13 Mr. Ward	Mr. Koe	Mr. Farrer
Tuesday	14 Teesdale	Cobby	King
Wednesday	15 Ward	Koe	Farrer
Thursday	16 Teesdale	Cobby	King
Friday	17 Ward	Koe	Farrer
Saturday	18 Teesdale	Cobby	King
	Mr. Justice FAY.	Mr. Justice PRASON.	Mr. Justice GIBBITT.
Monday, Nov.	13 Mr. Lavie	Mr. Carrington	Mr. Clowes
Tuesday	14 Merivale	Jackson	Pemberton
Wednesday	15 Lavie	Carrington	Clowes
Thursday	16 Merivale	Jackson	Pemberton
Friday	17 Lavie	Carrington	Clowes
Saturday	18 Merivale	Jackson	Pemberton

COURT OF APPEAL.

LIST OF APPEALS FOR MICHAELMAS SITTINGS, 1882.

(Concluded from p. 11.)

FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY WITHOUT ASSESSORS) DIVISION.

For Hearing.

1882.

Banque d'Escompte de Paris v London and South Western Bank Ltd app of debts from judgt of Mr Justice Lopes on f c after trial July 5
Pryor v City Office Co app of debts from Sir Thomas Chambers (Judge of

Mayor's Court) giving judgt for plt on motn for new trial after verdict for debt July 7

Wm Martin, Appellant v Assessment Committee of West Derby Union and Overseers of West Derby, County Lancaster, Receipts (Q.B. Crown Side) app of appt from Justices Field and Cave affirming certain rates July 8
Woodall and ors v Woodall and anr app of debts from judgt of Mr Justice Mathew at trial July 8
Williams v Fearon, jun app of plt from judgt of Mr Justice Field on f c after trial July 1
Ates v Pemberton app of plt from judgt of Mr Justice Field on f c after trial July 11
Morgan, widow v Knight app of plt from judgt of Mr Justice Deaman allowing debt to claim July 13
Bird v Robinson app of plt from judgt of Mr Justice Stephen at trial at Westminster July 19
London and Provincial Bank, Ltd v Jones app of debt from judgt of Mr Justice Williams on f c after trial July 20
Sanders Bros v Maclean, Maris & Co app of plt from judgt of Baron Pollock at trial in London July 21
Capell v Gt Western Ry Co app of debts from judgt of Mr Justice Lopes on f c after trial July 22
Barker and anr v Beckett and ors, exors app of plts from judgt of Mr Justice Manisty at trial July 25
Ormerod and ors v Todmorden Joint Stock Mill Co, limd app of debts from judgt of Mr Justice Cave at trial July 26
Pulbrook v Melhado and anr app of debts from refusal of the Lord Chief Justice and Mr Justice Stephen to send back to referee
Pulbrook v Melhado and anr app of debts from judgt of the Lord Chief Justice and Mr Justice Stephen on referee's report July 26
Drewe v Lady A. Piers app of debt from judgt of Mr Justice Stephen at trial July 26
Shearman v. Morris app of debt from judgt of Mr Justice Manisty at trial at Winchester July 31
Ship Rempor The Owners of the Mary Louisa and her Master and Crew v The Owners of the Rempor and the Master thereof app of plts from judgt of Sir R. J. Phillimore (without assessors) Aug 5
Clements v Mathews app of debt from judgt of Mr. Justice Lopes on f c after trial Aug 7
Lewis v Bowen and anr app of debt from judgt of Mr Justice Manisty at trial Aug 8
Wood v Arrowsmith & anr app of plt from judgt of Lord Justice Bowen at trial Aug 9
Longton, Mills, and Co v Armishaw and anr app of plts from judgt of Lord Justice Bowen at trial Aug 9
Baroness Wenlock and ors v River Dee Co app of debts from judgt of Baron Huddleston at trial Aug 9
Hickman v Robinson and ors app of plt from judgt of Mr Justice Field on f c after trial Aug 10
Robinson and ors v Hickman app of debt from judgt of Mr Justice Field on f c after trial Aug 10
In re The Tablet Advertising Co, Ltd and Co's Acts app of Samuel Stringer from L C J and L J Brett dismissing application with costs Aug 14
Wall v Taylor app of debt from Justices Mathew and Cave directing entry of judgt for plt Aug 15
Ashcroft and ors v Knowles and ors Ltd app of plts from judgt of Mr Justice Cave on fur on after trial Aug 18
Salberg, Bros & Co v Moore app of plts from the L C J and L J Brett (sitting as a Divisional Court) setting aside verdict obtained in Shoreditch County Court Aug 18
Shaw v Benson and anr Exors, &c app of plt from judgt of Mr Justice Mathew at trial at Leeds Aug 19
Dixon v Hayton and anr app of plt from judgt of Mr Justice Day at trial at Liverpool Aug 29
Thomas v The Amlurh Mutual Marine Insurance Co app of debts from judgt of Mr Justice Day at trial at Liverpool Sept 1
The Queen v Bridgnorth Poor Law Guardians (Q B Crown Side) app of debts from Justices Field and Cave affirming order of sessions Sept 20
Ship The Signet Richardson v Ross app of plts from judgt of Sir R J Phillimore (without assessors) Oct 3
Wall v Martin app of plt from Justices Field and Cave setting aside verdict and giving judgt for plt Oct 19
From Orders made on Interlocutory Motions in the Queen's Bench and Probate & Divorce and Admiralty (Admiralty) Divisions.

1882.

Aboulloff v Oppenheimer app of plt from Justices Mathew and Cave overruling demurrer to paragraph 14 of defence Mar 21 Aboulloff v Oppenheimer app of debts from judgt of Mr Justice Deaman on demurrer July 11
Scott v Sampson app of debt from rule nisi discharged by Justices Cave and Mathew—action tried at Westminster by Lord Chief Justice Mar 25
The Queen, on the prosecution of the Penarth Local Board v The Local Government Board and G Taylor (Q B Crown Side) app of prosecutors from refusal of Justices Grove and North to prohibit app under Public Health Act, 1875 June 10 (security ordered)
The London Tramways Co, limd, v Jno Mowlem & Co app of plt Co from rule nisi discharged by Justices Grove, Mathew, and North June 17
Hutton v Scott and ors app of plt from Justices Manisty and Williams setting aside notice of entry of cause for trial June 21
In re the Lande Clause, &c, Act, Spurr v Hall, Barnsley, &c, Ry Co app of the Ry Co from order of Justices Field and Cave setting aside award June 30
The Queen on the prosecution of R. M. Kerr, Esq, Judge of City of London Court v Benjamin Scott, Esq (Chamberlain) and Treasurer of City of London Court app of R. M. Kerr, Esq, from Justices Field and Cave refusing mandamus July 3
Secretary of State for India in Council v Bristol Steam Navigation Co, Ltd app of debt Co from rule nisi discharged by Justices Grove and Mathew, acts tried by Baron Pollock July 3
Humphreys v Green app of plt rule nisi granted by Court of Appeal July 5
Murray Bros v Grove app of debt from rule nisi discharged by Baron Pollock and Mr Justice Mathew, acts tried by Mr Justice Stephen July 6
Bowman Bros v Hentschel app of debt from Baron Pollock and Mr Justice Deaman affirming order of Mr Justice Stephen for payment of costs July 11

Bolckow, Vaughan & Co v Fisher and ors app of pils from Justices Field and Cave discharging order of Mr Justice Field July 12

Holden v The South-Eastern Ry Co app of debts from rule nisi discharged by Baron Pollock and Mr Justice Mathew, acts tried by Baron Huddleston July 13

Sanguinetti v Bouverie app of debt from order of Justices Grove and Mathew for new trial July 13 (Security ordered)

Christian v Bond app of pils from order of Justices Field and Cave for new trial acts tried by Mr Justice Stephen July 14

Attorney-Gen (on behalf of Her Majesty) v Emerson and Sutton (Q.B.—Revenue Side) app of debt from order of Justices Field and Stephen July 14

In the matter of Albert Jennings v Hickey and ors, The Queen v T P Thomson, Esq (Judge) and J Bellringer and anr, Registrars of Liverpool County Court (Q B Crown Side) app of Albert Jennings from Justices Field and Cave refusing mandamus to issue execution July 14

W H Smith & Son v The Lambeth Assessment Committee (Q B Crown Side) app of Assessment Committee from order of Justices Field and Cave on special case quashing a rate July 15

In re an action commenced in the Mayor's Court, Brandon v Johnson app of Geo Johnson, Solicitor for third party, from Justices Field and Cave dismissing application for prohibition for want of prosecution In re the Same Action app of debt Wm Johnson from same order July 17

Clark v Bridgmoore app of pils from order of Justices Grove and Mathew for new trial action tried by Mr Justice Day July 17

Hind v Croll and ors app of pils from order of Baron Pollock, allowing demurrer of A A Croll and ors July 18

Belville v Sanderson app of pils from order of L C J and Mr Justice Field, remitting action to county court July 26

Ship Gladiolus, Owners of the Sloboda, M v Owners of the Gladiolus and Freight app of debt from order of Sir R J Phillimore Aug 3

Sanders v Warder app of pils from Justices Mathew and Cave confirming order for unconditional leave to defend Aug 11

In re Blyth and anr, carrying on business as Wilkins, Blyth, and Fanshaw, and In re Edwin Wells app of Blyth and anr from the L C J as to part of order for review of taxation Aug 17

In re a Plaintiff in City of London Court In re George Castle, Gent, one, &c Bowler v Castle app of pils from Justices Mathew and Cave rescinding order of Mr Justice Stephen for prohibition Sept 11

FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

Appeal from Order made on Interlocutory Motion.
(Admiralty).
1882.

Ship Gladiolus Owners of Sloboda, M. v Owners of Gladiolus and Freight app of debt from judgt of Sir R. J. Phillimore Aug 3
Appeals from Final Judgments.
(Divorce.)

Todman v Todman, Gudgeon, and ors, co-respondents app of petrs from the President dismissing petrs for dissolution of marriage May 4

Mason v Mason and McClure app of W. F. Mason from dismissal of petrs by the President for dissolution of marriage July 25
(Admiralty) without Assessors.

Ship R L Alston Owners of the Lady Mostyn v Owners of the R L Alston and freight app of pils from judgt of Sir R J Phillimore (without assessors) April 20

Ship Fanny Bannister v Owners of Ship Fanny app of debts from judgt of Sir R J Phillimore June 28

Ship Mathilde Bannister v Owners of Ship Mathilde app of debts from judgt of Sir R J Phillimore June 28

Ship Remper Owners of the Mary Louisa and her Master and Crew v Owners of the Remper and the Master thereof app of pils from judgt of Sir R J Phillimore Aug 5

Ship Signet Richardson v Ross and ors app of pils from judgt of Sir R J Phillimore Oct 3
(Admiralty) with Assessors.
1882.

Ship Hector (consolidated actions) Owners of Augustus v Owners of Hector and Freight app of debts from judgt of Sir R J Phillimore April 1

Ship City of Berlin Owners of the Ville d'Alger and ors v Owners of the City of Berlin, her cargo and freight app of pils from judgt of Sir R J Phillimore May 3

Ship Lee Edward Fuller v Wilson, Sons, & Co Owner of the Hope v Owners of the Leo app of pils from judgt of Sir R J Phillimore May 4

Ship Shirley Purchase and ors v Owners of Ship Shirley and Freight app of debt from judgt of Sir R J Phillimore June 13

Ship Rigaborg Minde Hodson, Clerk of Trustees of Aire and Calder Navgn v Owners of the Rigaborg Minde app of debts from judgt of Sir R. J. Phillimore July 7

Ship Gemma Gen Steam Navgn Co and ors v Owners of Gemma app of debt from judgt of Sir R. J. Phillimore July 22

Ship Carmona Dixon and anr v Owners of Carmona app of debts from judgt of Sir R. J. Phillimore July 28

Ship Virgo Reading, Palmer and ors v Owners of the Virgo and freight app of debts from judgt of Sir R. J. Phillimore Aug 1

Ship Mallard (consolidated actions) Raden and ors v Owners of the Mallard, her cargo and freight app of Owners of Cargo from judgt of Sir R. J. Phillimore Aug 11

N.B.—The Admiralty appeals will be taken with the Queen's Bench Appeals at Westminster. The assessor cases on special days to be appointed by the court. The non-assessor cases will come into the list for hearing in the order of date of setting down. The Probate and Divorce Appeals will be taken with the Chancery Appeals at Lincoln's Inn.

FROM THE LONDON BANKRUPTCY COURT.

In re Turner Ex parte Mason
In re Sutherland Ex parte Browne
In re Morris Ex parte Webster
In re Radeforth Ex parte Barton
In re Phillips Ex parte Bath
In re Morris Ex parte Sir W. Dyke
In re Morrish Ex parte Sir W. Dyke
In re Ward Ex parte Ward
In re Kent Ex parte Kent

In re Shaw Ex parte Shaw
In re Amor Ex parte Mark
In re Stanger Ex parte Geisel and anr
In re Phippen Ex parte Wilt and anr
In re Bushell Ex parte Gt Western Ry Co
In re Pincoffe Ex parte Jacobson
N.B.—The above list contains final and interlocutory appeals set down to Wednesday, October 25, inclusive.

CENTRAL CRIMINAL COURT.

The monthly sittings will commence on the following days:—viz., November 20, December 11, January 8, January 29, February 26, March 19, April 30, May 28, June 25, July 30, September 10, and October 15.

RECENT SALES.

At the Stock and Share Auction Company's sale, held on the 9th inst., at their sale-rooms, Crown-court, Old Broad-street, E.C., the following were among the prices obtained:—The "Chalet" Company £5 shares, £6 15s.; Exeter Trams £10 shares, £7 15s.; Devon and Cornwall Dairy Farms, 14s.; Colombo Commercial £10 shares, £4 paid, £3 10s.; Croydon Tramways £10 shares, £9 10s.; Columbian Hydraulics, 5s. 6d.; and other miscellaneous securities fetched fair prices.

On Thursday Mr. Justice Cave was appointed to sit for the purpose of going on with the trial of a cause which was partly heard on the previous day; but it was announced that his lordship was indisposed.

BIRTHS, MARRIAGES, AND DEATHS.

BAKER.—Nov. 6, at 24, Ladbroke-grove, W., the wife of Charles Baker, barrister-at-law, of a daughter.

MARRIAGE.
BECKLES—SPOONER.—Oct. 19, at Kew, Samuel Hasbards Beckles, barrister-at-law, F.R.S., F.G.S., to Jane Gordon, daughter of the late John Spooner.

DEATHS.
MEIKLE.—Nov. 5, at No. 5, Verulam-buildings, Gray's-inn, John Meikle, solicitor, aged 46.

SEDGWICK.—Oct. 23, John Sedgwick, solicitor, Watford, aged 71.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Nov. 8, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Farbrother, James, Chandos st, Covent Garden, Furniture Remover. Pet Nov 1. Murray. Nov 14 at 12

Sleigh, Peter, Ironmonger lane, Commission Agent. Pet Oct 31. Hazlitt. Nov 22 at 11

Warren, Charles, Gracechurch st, Wine Merchant. Pet Nov 2. Hazlitt. Nov 22 at 11.30

To Surrender in the Country.
Atherley, Henry, Lymington, Hants, Gent. Pet Oct 27. Daw, jun. Southampton, Nov 16 at 12

Guest, Jonathan, Sheffield, Licensed Victualler. Pet Oct 31. Wake. Sheffield, Nov 15 at 1

Hargreaves, James, and William Bradshaw Hargreaves, Wigan, Engineers. Pet Oct 30. Woodcock. Wigan, Nov 16 at 11

King, Job, and George Oiley, Lee, Kent, Auctioneers. Pet Oct 31. Pitt-Taylor. Greenwich, Nov 17 at 1

Solloway, William, Oxford, Butcher. Pet Nov 1. Bishop. Oxford, Nov 22 at 12

Tompon, Humphrey, Scarborough, Coal Agent. Pet Oct 3. Woodall. Scarborough, Nov 15 at 3

TUESDAY, Nov. 7, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proof of debts to the Registrar.

To Surrender in London.

Jewell, Edward, and James Gregory Tapson, Lower George st, Pimlico. Pet Nov 3. Murray. Nov 21 at 11

McCraw, James Glascoth, Whittington pl, Upper Holloway, Baker. Pet Nov 2. Hazlitt. Nov 22 at 12

Richardson, John, St Clement's House, Clement's lane, Solicitor. Pet Nov 2. Hazlitt. Nov 22 at 12

Robey, Joseph, Holloway rd, Islington, Furniture Dealer. Pet Nov 3. Pepys. Nov 22 at 12.30

Stokes, William John, Wine Office ct, Fleet st, Publisher. Pet Nov 3. Pepys. Nov 22 at 2

Thompson, Henry Charles, Mincing lane, Colonial Broker. Pet Nov 3. Pepys. Nov 22 at 12

To Surrender in the Country.
Hitch, Edward, Eastbourne, Sussex, Eating-house Keeper. Pet Nov 3. Blaker. Lewes, Nov 17 at 11

Streets, Frederick Robinson, Sheffield, Manufacturing Confectioner. Pet Nov 2. Wake. Sheffield, Nov 20 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 3, 1882.

Grove, John, Stanley gdns, Belsize park, Solicitor. Oct 30

Bain, Alexander William, Gray's inn rd, Bookbinder. Nov 1

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov. 3, 1882.

Alderson, John, Cleckheaton, York, Butcher. Nov 15 at 11 at office of Clough, Railway st, Cleckheaton

Arensberg, Julius, Manchester, Licensed Victualler. Nov 29 at 3 at Old Town Hall, Manchester. Storer and Lloyd, Manchester

Baker, George Joseph, Arthur at East, London Bridge, Custom House Agent. Nov 17 at 3 at office of Joselyne and Co, King st, Champside. Miles, King st, Champside

Barfoot, Joseph, Leicester, Boot Manufacturer. Nov 17 at 12 at office of Harvey, Selborne bldgs, Millstone lane, Leicester
 Barton, Robert, Honesford, Stafford, Timber Merchant. Nov 14 at 11 at office of Loxton, the Bridge, Walsall
 Bayldon, John Edward, Hatfield, York, Gent. Nov 21 at 3 at Old George Hotel, Doncaster. Ridgway and Ridgway, Dewsbury
 Bee, Thomas Garton, Medina rd, Seven Sisters' rd, Meat Salesman. Nov 14 at 3 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Wonn, King Edward st, Newgate st
 Biggs, William Henry, and John Alfred Biggs, Portsea, Timber Merchants. Nov 20 at 3 at Royal Oak Hotel, Queen st, Portsea. King, Portsea
 Birch, Frederick, Morcott, Rutland, Plumber. Nov 17 at 10 at office of Law, St Mary's pl, Stamford
 Briggs, John Wood, and William Henry Briggs, Bradford, York, Staff Manufacturers. Nov 13 at 11 at office of East and Betts, Bond st, Bradford
 Broadbridge, Benjamin, Greenwich, Kent, Boot Maker. Nov 13 at 3 at office of Boyce, Queen Victoria st. Bristow, Greenwich
 Brown, Walter, Manchester, Engineer. Nov 17 at 3 at office of Bond, Dickinson st, Manchester
 Brunetti, Adelmo, Lower Grosvenor pl, Managing Director to Brunetti, Limited. Nov 17 at 3 at Law Society, Chancery lane. Boxall and Boxall
 Buckler, Thomas, Normanton, York, Innkeeper. Nov 15 at 3 at office of Lodge, Town hall chhrs, King st, Wakefield
 Burdon, Charles, Leeds, Builder. Nov 16 at 3 at office of Walker, South Parade, Leeds
 Burgess, Edwin, Winchester, Monkwell st, Umbrella Maker. Nov 17 at 3 at Guildhall Coffee House, Gresham st. Reed and Co, Guildhall chhrs, Basinghall st
 Butler, Edward Rhodes, Cleckheaton, York, Butcher. Nov 16 at 11 at Wharston's Hotel, Park lane, Leeds. Curry, Cleckheaton
 Cahill, John, Barnsley, York, Grocer. Nov 10 at 11 at office of Marshall and Owensworth Back Regent st, Barnsley
 Carpenter, James, Deptford, Kent, Clothier. Nov 20 at 2 at office of Willoughby and Winch, Lancaster pl, Strand
 Chargois, Arsene, Redruth, Cornwall, Basket Manufacturer. Nov 15 at 11 at offices of Peter, Redruth
 Clark, William, Enfield, Middlesex, Builder. Nov 21 at 2 at office of Mills, South sq, Gray's inn
 Clayton, John, Farnworth, nr Bolton, Clogger. Nov 17 at 3 at office of Chew, Swan st, Manchester
 Cockburn, John, Alnwick, Northumberland, Ironmonger. Nov 16 at 11 at office of Tate and Percy, St Michael's lane, Alnwick
 Craine, Frederick, Liverpool, Grocer. Nov 18 at 11 at office of Lowe, Mount Pleasant, Liverpool
 Crump, James Henry, Budge row, Solicitor. Nov 10 at 4 at Mullen's Hotel, Ironmonger lane. Holland, St Swithin's lane
 Dally, John, Bide and Crown st, Foster lane, Importers. Nov 15 at 12 at Guildhall Coffee House, Gresham st. Reed and Co, Guildhall chhrs
 Daniels, William Charles, Crawford st, Baker st, Traveller. Nov 10 at 3 at office of Curtis, Union st, Old Broad st
 Davey, Thomas, Stockton on Tees, Tailor. Nov 20 at 12 at office of Thomas, Market Cross chhrs, Stockton on Tees
 Daveys, Henry, Llantwit Major, nr Cowbridge. Nov 13 at office of Parsons, High st, Bristol, in lieu of the place originally named
 Davies, Morris, Ystradfordwg, Glamorgan, Carpenter. Nov 17 at 10 at office of Williams, St Mary st, Cardiff
 Davies, Solomon, Cheapside, Tailor. Nov 16 at 2 at Guildhall Tavern, Gresham st. Reed and Co, Guildhall chhrs, Basinghall st
 Emms, Samuel, Toft Monks, Norfolk, Farmer. Nov 16 at 2 at office of Angell, Blyburge gate st, Beccles
 Fisher, Francis, Kingston upon Hull, Bicycle Agent. Nov 16 at 12.30 at office of Salmer, Scale lane, Kingston upon Hull
 Ford, Hugh, Macclesfield, Chester, Wine Merchant. November 15 at 3 at office of Sampson, South King st, Manchester
 Foster, William, Crook, Durham, Tailor. Nov 15 at 11.30 at office of Edgar, Silver st, Bishop Auckland, Durham
 Gaskell, Jackson, Winterville rd, Briston rise, Manager to a Printer. Jan 8 at 12 at office of Plunkett and Co, St Paul's churchyard
 Gibson, George Henry, Nottingham, Furniture Dealer. Nov 15 at 3 at office of Norman, Middle pavement, Nottingham
 Goates, John, Broughton, Lincoln, Tailor. Nov 17 at 12 at George Hotel, Kingston upon Hull. Freer and Co, Briggs
 Goodwin, Arthur, Old Kent rd, Dairyman. Nov 16 at 3 at Inns of Court Hotel, High Holborn. Finnis and Wylie, Surrey st, Strand
 Grierson, Thomas, Chesterfield, Derby, Tailor. Nov 16 at 3 at offices of Cutts, Market Hall chhrs, Chesterfield
 Groom, Frederic, Grundisburgh, Suffolk, Butcher. Nov 17 at 2 at offices of Pollard, St Laurence st, Ipswich
 Hall, John William, Batley, York, Joiner. Nov 15 at 3 at Royal Hotel, Market place, Dewsbury. Hopps and Bedford, Leeds
 Halliwell, David, Preston, Lancaster, Grocer. Nov 28 at 12 at offices of Charley, Winckley st, Preston
 Harper, Walter Henry, Stroud, Gloucester, Builder. Nov 14 at 3 at offices of Ball and Co, Stroud
 Harries, Charles John, Shrewsbury, Salop, Tobacco Manufacturer. Nov 20 at 2.30 at offices of Salt, Belmont, Shrewsbury
 Hetherington, John George, Middlesborough, York, Ironmonger. Nov 22 at 11 at the Tradesmen's Protection Association (Limited), Northbrook bldgs, Linthorpe rd, Middlesborough
 Huddleston, Thomas, Leeds, Provision Dealer. Nov 14 at 2 at offices of Malcolm, East parade, Leeds
 Hull, David Nelson, Forest Gate, Essex, Stone Mason. Nov 11 at 10.15 at the Unicorn Tavern, Vivian rd, Roman rd, Old Ford. Penton, Kingdale green
 Hutchinson, John, Bolton, Lancaster, Brewer. Nov 16 at 11 at office of Dowling and Urry, Silverwell st, Bolton
 Jackson, John, Stockton on Tees, Durham, Boot and Shoe Maker. Nov 13 at 12 at office of Thomas, Market cross chambers, Stockton on Tees
 Johnson, Joseph, Burgh le Marsh, Lincoln, Surgeon. Nov 20 at 3 at office of Thimbleby Spilaby
 Johnson, Thomas Hilton, Walsall, Stafford, Licensed Victualler. Nov 16 at 11 at Midland Hotel, New st, Birmingham. Wilkinson and Co, Walsall
 Jones, Kenia, Neath, Glamorgan, China Dealer. Nov 16 at 11 at office of Davies, Alma pl, Neath
 Jones, William, Liverpool, Grocer. Nov 16 at 3 at Dale st, Liverpool. Copeman, Liverpool
 Kellett, John, Chester, Joiner. Nov 17 at 3 at office of Bartlett and Berry, Dale st, Liverpool
 King, Robert King, Carnaby st, Golden sq, Leather Case Maker. Nov 20 at 3 at office of Oatlin, Wormwood st, Old Broad st
 Knights, William, Dewsbury st, Bishopgate at Without, Wholesale Clothier. Nov 21 at 3 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Rundle and Hobrow, Coleman st
 Latham, John, Queen's Ferry, Flint, Farmer. Nov 10 at 3.30 at Grosvenor Hotel, Eastgate st, Chester. Churton, Chester
 Levy, James, Southwark park rd, Fruiterer. Nov 21 at 12 at office of Cannon, Wool Exchange
 McInnes, William, Wolverhampton, Draper. Nov 11 at 11 at office of Skidmore, Bilston st, Wolverhampton. Saunders, Wolverhampton
 Maynard, George, Lonsdale rd, Westbourne Park, Licensed Victualler. Nov 16 at 3 at Inns of Court Hotel, High Holborn. Tilsley, St Benet pl, Gracechurch st

Medway, Frederick John, Freshwater, Builder. Nov 23 at 12 at Warburton's Hotel, Newport. Blake, Newport
 Meeks, Arthur, West Hanley rd, Hornsey Rise, Cigar Manufacturer. Nov 14 at 11 at office of Wolferstan and Co, Ironmonger lane
 Nash, George, Sandwich, Ironmonger. Nov 27 at 2 at Guildhall Coffee house, Gresham st. Spall, Ransgate
 Oakes, Charles, Hyde, Printer. Nov 17 at 2 at office of Fardell and Daahwood, Market st, Ryde
 Odium, John Augustus, Ipswich, Innkeeper. Nov 27 at 12 at office of Morley and Shirreff, Gresham House, Old Broad st. Pollard, Ipswich
 Orrell, James, and Margaret Hoyle, Preston, Lancaster, Drapers. Nov 15 at 3 at 18, Winckley st, Preston. Jukes, Preston
 Parker, David, Blackburn, Flaggar. Nov 18 at 3 at office of Riley, Aslay gale, King st, Blackburn
 Peacock, Benjamin, Friggis, Derby, Licensed Victualler. Nov 22 at 3 at office of Hextall, Fall st, Derby
 Penman, Andrew, Norwich, out of business. Nov 15 at 12 at office of Brock, Briggs st, Norwich
 Percy, Joseph, North Serton Colliery, Northumberland, Plater. Nov 16 at 12 at office of Kewney, Townhall bldgs, North Shields
 Perfect, George, Sydenham, Kent, Grocer. Nov 13 at 2 at office of Clarke and Co, Lincoln's inn fields
 Pickard, William Henry, Leicester, Licensed Victualler. Nov 17 at 3.30 at office of Clement and Shroton, Belvoir st, Leicester
 Pocock, Stephen Sartain, Chippenham, Wilts, of no occupation. Nov 18 at 3 at Great Western Hotel, Chippenham. Clark, Bath
 Quinn, Francis James, Padibam, Lancaster, Tailor. Nov 17 at 3 at Crown Hotel, Halifax. Hodgson, Burnley
 Radford, Joseph Wagstaff, Nottingham, Joiner. Nov 17 at 3.30 at office of Bird, Middle pavement, Nottingham
 Raven, George Edward, Canterbury rd, Kilburn, Tobacconist. Nov 16 at 4 at office of Ogil, Queen st, Worship st
 Richardson, Andrew, Henry st, Portland Town, St John's Wood. Nov 13 at 3 at office of Moore, Mark lane
 Riley, John, and Charles Riley, Sheffield, York, Licensed Victuallers. Nov 17 at 11 at office of Macredie and Evans, George st, Sheffield. Evans, Rotherham
 Rochford, Robert Honeybourne, Birmingham, Shopkeeper. Nov 13 at 3 at office of O'Connor, Bennett's hill, Birmingham
 Ross, Frank William, Aldersgate st, Commission Agent. Nov 14 at 3 at Guildhall Tavern, King st. Harcourt, Moorgate st
 Rosson, Walter Charles, Luton, Bedford, Straw Hat Maker. Nov 15 at 3 at office of Ewen and Roberts, Park st, Luton
 Rowlands, John, Carnarvon, Painter. Nov 15 at 2 at Queen's Hotel, Chester. Ross, Carnarvon
 Russen, George, Weston st, Tooley st, Carrier. Nov 17 at 11 at Law Institution, Chancery lane. Dennis, Croydon
 Settle, Stephen, Bolton, Lancaster, Rag Dealer. Nov 16 at 11 at office of Cooper, Mawdale st, Bolton
 Smith, David, Crispin st, Spitalfields. Nov 21 at 2 at office of Brighton, Bishopgate at Without
 Solomon, John, Bristol, Clothier. Nov 15 at 12.30 at Midland Hotel, Derby. Plummer and Parry, Bristol
 Spencer, James, Heywood, Lancaster, Waste Dealer. Nov 17 at 11 at 8, Market pl, Heywood. Harris, Heywood
 Stapleton, Harvey, and Francis William Jerrard, Peterborough, Northampton, Corn Merchants. Nov 16 at 2 at Guildhall Tavern, Gresham st. Hart, Peterborough
 Stock, Frederick Robert, Percy rd, Kilburn, Builder. Nov 21 at 3 at 145, Cheapside
 Martin and Banks, Queen st, Cheapside
 Street, Joe Roberts, Dewsbury, York, Shoddy Manufacturer. Nov 16 at 3 at Royal Hotel, Dewsbury. Scatchard and Hopkins, Leeds
 Summers, Thomas, Barnstaple, Devon, Baker. Nov 17 at 12 at office of Thorne, Castle st, Barnstaple
 Taylor, Richard, Cranbrook Park, Wood Green, Builder. Nov 13 at 2 at offices of Mason, King st, Finsbury sq
 Thomas, Arthur Young, Great Malvern, Worcester, out of business. Nov 20 at 11 at the Beauchamp Hotel, Great Malvern. Moore and Romney, Tewkesbury
 Triplady, James Johnston, Newcastle-upon-Tyne, out of business. Nov 20 at 11 at office of Forster, Newgate st, Newcastle-upon-Tyne. Jolliffe, Newcastle-upon-Tyne
 Turtle, Meshach John, Kennington, Surrey, Florist. Nov 20 at 3 at the office of Green, Verulam bldgs, Gray's inn
 Utting, Henry Alphege, jun, Weyhill, near Andover, Hants, Carman. Nov 29 at 11 at White Hart Hotel, Andover. Maynard, Clifford's inn
 Waddington, Edwin Arthur, Sydenham, Kent, out of business. Nov 15 at 11 at Masons Hall Tavern, Masons' avenue, Coleman st. Raven and Co, Queen Victoria st
 Watson, Joseph, Wolverhampton, Stafford, Baker. Nov 24 at 3 at office of London, Berlin chhrs, Princes st, Wolverhampton
 White, Samuel, Stapleford, Nottingham, Stone Mason. Nov 14 at 11 at office of Norman, Middle pavement, Nottingham
 Winter, Charles Stuart, Cheltenham, Brush Maker. Nov 15 at 11 at office of Billings, Regent st, Cheltenham
 Wright, William, Birmingham, Warwick, Licensed Victualler. Nov 15 at 3 at office of Wright and Marshall, New st, Birmingham
 TUESDAY, Nov. 7, 1882.
 Adams, James, Northampton, Boot Manufacturer. Nov 18 at 2.30 at office of Fugh, Guildhall rd, Northampton
 Airey, John, Paddington st, Marylebone, out of business. Nov 16 at 1 at office of Newson, South sq, Gray's inn
 Appleton, Frederick, Haddenham, Bucks, Grocer. Nov 22 at 3 at office of Parrott, Bourbon st, Aylesbury
 Bailly, Thomas James, Abingdon, Fellmonger. Nov 23 at 3 at office of Sedgfield and Pryce, Bath st, Abingdon
 Baker, George Henry, Chatham, Licensed Victualler. Nov 27 at 3 at King's Head Hotel, High st, Rochester. Stephenson, Maidstone
 Barter, Joseph, Frenchay, Gloucester, Carpenter. Nov 21 at 3 at office of Crook, Shannon chhrs, Corn st, Bristol
 Barzynski, Jacob, Leeds, Tailor. Nov 20 at 11 at office of Blacklock, Albion st, Leeds
 Brooks, William, Allington, Dorset, Carpenter. Nov 20 at 3 at office of Tachar, jun, Rax lane, Bridport
 Brown, William, Maidstone, Beerhouse keeper. Nov 19 at 3 at office of Norton, Earl st, Maidstone
 Chapple, Edward, Jonson's pl, Harrow rd, Wholesale Grocer. Nov 29 at 3 at office of Lamb, Southampton bldgs, Chancery lane
 Child, Timothy, Savile Town, nr Dewsbury, Joiner. Nov 21 at 10.15 at office of Scholes and Son, Wakefield rd, Dewsbury
 Clarke, Joshua Howland, Ipswich, out of business. Nov 20 at 13 at 4, Prince's st, Ipswich. Jackman, Ipswich
 Clough, John, Bradford, Coal Merchant. Nov 16 at 11 at office of Lancaster and Co, Manor row, Bradford
 Cockrell, John William, and Charles McVicar, Paternoster sq, Stationers. Nov 21 at 3 at 268, High Holborn. Poyton, Cheapside
 Copper, Philip, South Norwood, Surrey, out of business. Nov 20 at 3 at office of Chappelfield, Trinity st, Southwark
 Cox, William, Birmingham, Butcher. Nov 20 at 3 at office of Horton and Redfern, Imperial chhrs, Birmingham
 Dale, George, Grosvenor ter, Falcon rd, out of business. Nov 16 at 2 at office of Cartwright, Chancery lane
 Dilcock, Thomas Henry, York, Solicitor. Nov 17 at 10 at office of Crumlie, Stonegate, York
 Dunn, Thomas, Birmingham, Grocer. Nov 20 at 11 at office of James, Temple st, Birmingham

Edwards, Richard Solomon, St Mary Church, Devon, Builder. Nov 23 at 3 at office of Friend, Post Office chhrs, Exeter
 Elworthy, Thomas Henry, Archer at, Bayswater, Draper. Nov 29 at 2 at office of Kelley, Gt James st, Bedford row
 Evans, John Lewis Parry, Llandrillo yn Rhos, Denbigh, Farmer. Nov 28 at 12 at Llandudno Junction Hotel, Llandudny Junction. Louis and Edwards, Ruthin
 Fairweather, Charles Alfred, Warwick, Licensed Victualler. Nov 24 at 1 at office of Sanderson Church st, Warwick
 Farrar, Abraham, Todmorden, York, Cotton Manufacturer. Nov 20 at 11.30 at office of Eastwood, Masonic Hall, Todmorden
 Fisher, Frederick William, Queen Victoria st, Ironmonger. Nov 21 at 2 at Birkbeck Institution, Southampton hlds, Chancery lane. Antill, Ironmonger lane, Cheap-side
 Fox, John, Nanperch, Flint, Grocer. Nov 20 at 12 at Green Dragon Hotel, Chester. Gold and Co, Denbigh
 Francis, Edward James Pocock, Buckingham Palace rd, Picnic, Cheesemonger. Nov 17 at 1 at office of Lidiard and Co, Great James st, Bedford row
 Goodliffe, Albert, Horsforth, York, Grocer. Nov 21 at 3 at Mosley's Hotel, Market st, Manchester. Last and Betts, Bradford
 Gossetrey, George, Bredbury, Chester, Farmer. Nov 21 at 11 at office of Brown and Ainsworth, St Peter's gate, Stockport
 Gorst, James, Eccleshill, Lancaster, Innkeeper. Nov 18 at 12 at office of Walmsley, Knott st, Over Darwen
 Gray, William Biley, Bury, Lancaster, Auctioneer. Nov 21 at 11 at office of Connor, King st, Manchester
 Green, John, Bradford, York, Coal Merchant. Nov 21 at 3 at office of Brooke, East Parade, Leeds
 Hall, Robert Chapman Darlington, Durham, Bill Poster. Nov 14 at 10 at office of Scott, King st, South Shields
 Hamer, Samuel, Sydenham, Kent, Tailor. Nov 21 at 1 at office of Ladbury and Co, Cheap-side. Hogan and Hughes, Martin's lane Cannon st
 Hancock, Alfred, Claverton Down, nr Bath, Quarry Master. Nov 21 at 3 at office of Tiley, Orange grove, Bath
 Harrison, Richard Crafts, Leicester, Licensed Victualler. Nov 20 at 3 at office of Buckley, Gallowtree gate, Leicester
 Hartley, Richard, Blackpool, Lancaster, Confectioner. Nov 17 at 11 at 16, Winsley st, Preston. Banks
 Hawkins, Charles, Portsea, General Outfitter. Nov 23 at 1 at office of Mills, South sq, Gray's inn, Blake, Portsea
 Harwood, Williams, Sheffield, Bedford, Coach Builder. Nov 21 at 3 at office of Cooper and Co, Lincoln's inn fields
 Hill, John, Dudley, Worcester, Charter Master. Nov 13 at 3 at office of Warrington and Thompson, Castle st, Dudley
 Hillier, John, Gt Suffolk st, Borough, Baker. Nov 21 at 1 at office of Andrews and Mason, Ironmonger lane. Morley-White and Co, Chancery lane
 Hopwood, Ephraim, Pont-y-Bodkin, nr Mold, Flint, Grocer. Nov 21 at 2 at office of Jones, Dale st, Liverpool
 Jochimsen, Johannes, Wilhelm Henrich, Gt St Helens, Clerk. Nov 23 at 3.30 at office of Ginn and Mathew, Queen Victoria st
 Jones, Thomas, Oxford, Builder. Nov 29 at 3 at 54, Cornmarket st, Oxford. Mallam, Oxford
 Keighley, Gilbert, Dingley, York, Worsted Spinner. Nov 18 at 11 at offices of Watson and Dickson, Cheap-side, Bradford
 Leduc, Henry, Exeter, Printer. Nov 20 at 3 at Craven Hotel, Craven st, Strand. Fryer, Exeter
 Loweth, Charles Christopher, Goeberton, Lincoln, Farmer. Nov 23 at 11 at Chequers Inn, Holbeach. Wilders, Holbeach
 Macklin, John Francis, Chatham, Kent, Traveller. Nov 28 at 3 at King's Head Hotel, High st, Rochester. Stephenson, Maidstone
 Middleton, John, Manchester, Plumber. Nov 17 at 3 at offices of Nadin, King st, Manchester
 Morris, Henry, Freemantle, Southampton, Surveyor. Nov 15 at 2 at offices of Guy, Albion terrace, Southampton
 Moss, Thomas, Torquay, Devon, Basket Manufacturer. Nov 20 at 11 at offices of Fewings, Queen st, Exeter. Hartnoll, Exeter
 Munt, George, Charles st, Stepney, Builder. Nov 20 at 2 at offices of Boulton, Gresham blds, Guildhall
 Norman, Frederick, and David Crombie, Edmund pl, Aldersgate st, East India Agents. Nov 16 at 3 at Cannon st Hotel, in lieu of the place originally named
 Neve, John, Strumpshaw, Norfolk, Farmer. Nov 29 at 12 at office of Turner and Prior, Upper King st, Norwich
 Newby, William, Malton, York, Draper. Nov 23 at 3 at Queen Hotel, Leeds. Jackson, Malton
 Parker, Jacob, Batley, York, Rag Merchant. Nov 20 at 3 at office of Schofield and Taylor, Brunswick st, Batley
 Peacock, Joseph, Birmingham, Grocer. Nov 17 at 3 at office of Jaques, Temple st, Birmingham
 Pickering, Samuel Palmer, Wednesfield, Stafford, Lock Manufacturer. Nov 21 at 3 at office of Wilcock, North st, Wolverhampton
 Plant, David Henry, Newcastle under Lyme, Shoe Manufacturer. Nov 16 at 11 at office of James, Newcastle under Lyme
 Pountney, William Henry, Leeds, Auctioneer. Nov 16 at 11 at office of Blacklock, Albion st, Leeds
 Propbets, Charles, Audley, Stafford, Grocer. Nov 23 at 2 at office of Sherratt, Kidsgrove, Stafford
 Radley, James Joseph, Mare st, Hackney, Wheelwright. Nov 23 at 3 at office of Finch, Borough High st, Southwark
 Riley, John Ramsden, Bradford, Staff Merchant. Nov 20 at 11 at Leuchter's Restaurant, Darley st, Bradford. Morgan and Morgan, Shipley
 Roberts, Henry Owen, Festiniog, Merioneth, Bookseller. Nov 21 at 11.30 at office of Roome and Co, North John st, Liverpool. Broome and Co, Festiniog
 Ross, Daniel Alexander, Mary's rd, Queen's rd, Peckham, Saw Mill Proprietor. Nov 16 at 3 at Inns of Court Hotel, Holborn. Godfrey, South sq, Gray's inn

Rushton, Thomas, Broseley, Salop, Auctioneer. Nov 18 at 11 at office of Leake, High st, Shifnal
 Salter, William, Birkenhead, Chester, Plumber. Nov 30 at 3 at office of Thompson, Hamilton st, Birkenhead
 Sherman, William, Great Coram at, Brunswick sq, Builder. Nov 23 at 11 at High at, Camden Town. Warde, Chancery lane
 Simons, Benjamin, Leicester, Innkeeper. Nov 21 at 3 at office of Buckby, Gallowtree gate, Leicester
 Smith, George, Aldeburgh, Suffolk, Stationer. Nov 30 at 2 at office of Pollard, Lawrence st, Ipswich
 Smith, Thomas, Stevenage, Hertford, Stationer. Nov 30 at 2 at White Lion Inn, Stevenage. Times, Hitchin
 Spittle, Sarah, and Elizabeth Spittle, Birmingham, Licensed Victuallers. Nov 22 at 3 at offices of Canning and Canning, Temple row West, Birmingham
 Stocks, John, Wakefield, York, Draper. Nov 18 at 11 at office of Rhodes, Sunbridge chhrs, Sunbridge rd, Bradford. Kemp, Wakefield
 Thomas, James, Pontypridd, Pontypridd, Glamorgan, Tailor. Nov 21 at 12 at office of Rosser, Church st, Pontypridd
 Thomas, John, Carnarvon, Architect. Nov 21 at 2 at office of Roberts and Thomas, Castle st, Carnarvon
 Tilney, Robert Winter, Brighton, Bookseller. Nov 15 at 3 at 12, Serjeants' inn, Fleet st. Nye, Brighton
 Tucker, William, Preston, Sussex. Nov 23 at 12 at office of Stuckey and Co, North st, Brighton
 Varley, George, sen, Temple Hirst, York, Farmer. Nov 20 at 3 at Albert Hotel, Selby. Wright, Selby
 Vigor, Frederick George, and Rupert Hast Vigor, King st, Plumbers. Nov 20 at 2 at Cannon at Hotel, Cannon st. Lowless and Co, St Martin's lane, Cannon at
 Walker, Thomas, Ambleside, Westmorland, Joiner. Nov 23 at 2 at office of Gatey, Ambleside
 Walking, William, Tunbridge Wells, Builder. Nov 20 at 3 at office of Cripps, Mount Pleasant rd, Tunbridge Wells
 Ward, John, Goldhawk rd, Shepherd's Bush, out of business. Nov 15 at 2 at 270, High Holborn
 Webb, Frederick Charles Webb, Portobello rd, Notting hill, Boot Maker. Nov 23 at 2 at Cannon at Hotel, Cannon st. Ellis, Gordon pl, Kensington
 Westlake, Ebenezer, Devizes, Draper. Nov 22 at 2 at 16, Market pl, Devizes. Hancock, Devizes
 White, George, Parkhurst rd, Holloway, Surgeon Dentist. Nov 15 at 11 at office of Newson, South sq, Gray's inn
 Whitts, Robert, Brandon, Suffolk, Grocer. Nov 23 at 12 at Guildhall, Bury St Edmunds. Salmon, Bury St Edmunds
 Williams, Evan, Liverpool, Builder. Nov 21 at 2.30 at office of Gee, North John st, Liverpool
 Wragg, William, Ecclesfield, York, Publican. Nov 23 at 3 at office of Fairburn, Bank st, Sheffield
 Wrigley, Samuel, Oldham, Lancaster, Cotton Spinner. Nov 22 at 3 at Grosvenor Hotel, Deansgate, Manchester. Whitaker, Oldham
 Wykes, John, Peterborough, Shopkeeper. Nov 21 at 11 at office of Rutland and Co, Priestgate, Peterborough

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CONTENTS.

CURRENT TOPICS	17	In re The Clyne Tin Plate Company (Limited)	25
AGREEMENTS FOR LEASES	19	Pleasants v. The East Dorsetham Local Board	25
THE SETTLED LAND ACT	19	Heach v. Prichard	25
THE NEW LAW COURTS	21	OBITUARY	26
RECENT DECISIONS	22	LAW STUDENTS' JOURNAL	26
REVIEWS	23	LEGAL APPOINTMENTS	26
CORRESPONDENCE	23	COMPANIES	26
CASES OF THE WEEK—		CREDITOR'S CLAIMS	27
Loosemore v. The Tiverton and North Devon Railway Company ..	24	COURT PAPERS	27
Kennedy v. Lyell	25	LONDON GAZETTE, &c., &c.	28
East and West India Dock Company v. Hill	25		

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